

Website Platform Terms and Conditions

Welcome to Yachtie Finance Hub! We provide a website (**Platform**) to assist yacht crew with submitting their self-assessments with HMRC every year.

In these terms and conditions (**Terms**), when we say **you** or **your**, we mean you the person using the Services. When we say **we**, **us**, or **our**, we mean Yachtie Finance Hub Ltd, a company registered in England and Wales with company number 14937471.

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms. For questions about these Terms, or to get in touch with us, use the details below:

Our contact details:

Yachtie Finance Hub Ltd, a company established in England and Wales. Our company registration number is 14937471.

Phone number: **07366674191**

Geographical address: **The Barn, Suite 6, Mercer, Sherrington, Buckinghamshire MK16 9PU, United Kingdom**

Email address: **info@yachtiefinancehub.co.uk**

These Terms were last updated on 19 July 2023.

Disclaimers:

The Services do not constitute legal, tax, accounting, regulatory, due diligence, risk management, financial or other advice.

The Services are contingent on the information that you input into the form on the Platform. We are not liable to you or to HMRC if you lie about your information or personal circumstances (for example, your income or days not present in the UK) and we will not be liable if you don't file your tax return on time.

You should carefully review the self-assessment form provided by us as part of the Services and seek advice from an accountant if you have any questions or need advice in respect of your tax return.

1 Engagement and Term

- 1.1 These Terms apply from when you click to accept these Terms when filling in the form on the Platform until you cancel your subscription or these Terms are otherwise terminated in accordance with their terms.
- 1.2 **If you fill in the self-assessment form on the Platform as a consumer, and you expressly request that we start providing you the Services within your 14-day cooling-off period, and acknowledge that you will lose your right to cancel within the first 14 days under consumer laws.**

2 Our Services

- 2.1 We provide the following services to you: (a) access to our Platform; and (b) once you have correctly filled in the fields on the Platform, sending the completed self-assessment form to you by email in PDF (which is capable of being e-signed and downloaded) (**Services**).
- 2.2 In consideration of your payment of the Fees, we will provide the Services in accordance with these Terms and all applicable laws, whether ourselves or through our personnel, using reasonable care and skill.
- 2.3 **Additional Services:** We will not be responsible for any other services unless expressly set out in these Terms or on our Platform. If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).
- 2.4 **Third Party Products or Services:** Where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise.

3 Changes to the Platform

- 3.1 **Minor changes to the Platform:** We may change the Platform: (a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor technical adjustments, improvements, and to keep up-to-date with technological advancements. These changes will not substantially affect your use of the Platform.
- 3.2 **More significant changes to the Platform:** We will try to avoid making any significant changes to the Services which are likely to materially disadvantage your use of the Services. However, where we intend to make a change to the Platform which may materially disadvantage your use of the Services, we will notify you in advance of making any changes, and you may then contact us to terminate these Terms and receive a full refund for any unused Services (if applicable) before the changes take effect.

4 Fees

- 4.1 Upon submitting the self-assessment form (**Payment Date**), you agree to pay the fees set out on the Platform (**Fees**). **You agree that you are automatically subscribing to an annual subscription and you agree to pay the Fees each year on the anniversary of the Payment Date.**
- 4.2 Without limiting your rights at law, you can cancel the Services at any time in accordance with the “Cancellation” clause of these Terms (clause 6.1).
- 4.3 The payment methods we offer for the Fees are set out on the Platform. We may offer payment through a third-party provider [Stripe]. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions. We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- 4.4 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 4.5 Subject to your rights at law (including your right to cancel these Terms under clause 5), the Fees are non-refundable once paid.
- 4.6 We may need to change the Fees from time to time. If we change the Fees, we will provide you with 30 days’ notice of the change. After 30 days, we will apply the updated Fee to the Services. If the updated Fee is not acceptable to you, you may cancel the Services in accordance with the ‘Cancellation’ clause.
- 4.7 **Taxes:** You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

5 Your right to change your mind

- 5.1 Except as set out below, you have the right to cancel your purchase of the Services, and receive a full refund of the Fees, without giving any reason, any time up to 14 days after the day you accept these Terms (**Cooling-off Period**). We agree not to provide you with access to the Platform during the Cooling-off Period, unless you make an express request for us to do so. You acknowledge and agree that after you have accepted these Terms, if you instruct us to provide you with access to the Platform (i.e. by logging in) during the Cooling-off Period, this will be taken to be an express request by you, and you will lose your right to cancel.
- 5.2 **When you don't have the right to change your mind:** You do not have a right to change your mind and cancel the Services during the Cooling-off Period if you expressly request to receive the Services during the Cooling-off Period.
- 5.3 **Tell us you want to cancel these Terms:** If you have not expressly requested for us to provide the Services during the Cooling-off Period, and you want to cancel or terminate these Terms in accordance with this clause 5, you should contact us using the contact details set out at the start of these Terms, or by using the Model Cancellation Form at Attachment 1 to these Terms.
- 5.4 **When your refund will be made:** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind under this clause 5, then your refund will be made within 14 days of your telling us you have changed your mind.

6 Cancellation

- 6.1 **Cancellation:** You may request to cancel the Services by giving at least 30 days’ written notice (including via email) to us before each anniversary of the Payment Date. Provided you give the amount of notice required, your cancellation will take effect at the end of the notice period.
- 6.2 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:
- (a) you do not pay the Fees as they fall due; or
 - (b) you breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach, or if you breach these Terms and that breach cannot be remedied.
- 6.3 Upon expiry or termination of the Services, we will retain Your Data (including copies) as required by law or regulatory requirements (and where we have entered into a data processing agreement with you, in accordance with the data processing agreement).
- 6.4 Termination of the Services will not affect any rights or liabilities that a Party has accrued under these Terms. This clause will survive the termination or expiry of these Terms.

7 Your use of the Platform

You must not: (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability; (b) interfere with or interrupt the supply of our Platform, or any other person’s access to or use of our Platform; (c) introduce any viruses or other malicious software code into our Platform; or (d) use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform.

8 Availability, Disruption and Downtime

- 8.1 While we strive to always make our Services available to you, we do not make any guarantees that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.

8.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.

9 Intellectual Property and Data

- 9.1 You acknowledge and agree that any intellectual property or content (including copyright and trademarks) available on the Platform, the Platform itself (including how it looks and functions), any algorithms or machine learning models used on the Platform, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property (**Our Intellectual Property**) will, as between the us and you, at all times vest, or remain vested, in us.
- 9.2 Any HMRC forms (including the intellectual property in such forms) available on the Platform are owned by HMRC.
- 9.3 We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You must not use Our Intellectual Property for any commercial purpose.
- 9.4 You must not, without our prior written consent: (a) copy, in whole or in part, any of Our Intellectual Property; (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.
- 9.5 You own all data, information, personal data, or content you upload into the Platform (**Your Data**), as well as any data or information output from the Platform using Your Data as input (**Output Data**). Note that Output Data does not include the Analytics (as described below).
- 9.6 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data and the Output Data to: (a) communicate with you; (b) supply the Platform to you and otherwise perform our obligations under these Terms; (c) diagnose problems with the Platform; (d) perform Analytics; (e) develop other services, provided we de-identify Your Data; and (f) as reasonably required to perform our obligations under these Terms.
- 9.7 You warrant and agree that you are the owner of Your Data and you will not input data of any other person without their lawful consent.
- 9.8 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own business purposes, provided that the Analytics do not contain any identifying information.
- 9.9 This clause will survive the termination or expiry of these Terms.

10 Your Warranties

You represent, warrant and agree that: (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business; (b) there are no legal restrictions preventing you from entering into these Terms; (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and (d) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

11 Limitations on and Exclusions to our Liability

- 11.1 Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default. The restrictions on liability in this clause 11 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.
- 11.2 Nothing in these Terms limits any liability which cannot legally be limited, including Liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) defective products under the Consumer Protection Act 1987.
- 11.3 This clause 11.3 applies to the extent that the Platform is considered digital content. If the Platform is defective and it damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- 11.4 To the maximum extent permitted by law, we shall have no Liability for any Third Party Products or Services, or any unavailability of the Platform due to a failure of the Third Party Products or Services.
- 11.5 Subject to clauses 11.1 (no limitation in respect of deliberate default), clause 11.3 (damage caused by defective digital content) and 11.2 (liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:
- (a) we only supply the Platform to consumers for domestic and private use. If you use the Platform for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
- (b) neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms;

(c) a party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to mitigate its loss; and

- 11.6 You waive and release us from and against any claim from a third party (including HMRC) in respect of any tax return you submit to HMRC, including if you lie about your information or personal circumstances (for example, your income or days not present in the UK) and if you don't file your tax return on time.
- 11.7 We have given commitments as to the compliance of the Platform with these Terms and applicable Laws in clause 2.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.
- 11.8 This clause will survive the termination or expiry of these Terms.

12 General

- 12.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 12.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 12.3 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 12.4 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 12.5 **Force Majeure:** To the maximum extent permitted by law, we shall have no liability for any event or circumstance outside of our reasonable control.
- 12.6 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.
- 12.7 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Platform may be accessed in the UK and overseas. We make no representation that the Platform complies with the laws (including intellectual property laws) of any country outside of the UK. If you access the Platform from outside the UK, you do so at your own risk and are responsible for complying with the laws in the place you access the Platform. The United Nations Convention of Contracts for the International Sale of Goods is expressly excluded from these Terms.
- 12.8 **Privacy:** All personal data you provide to us will be treated in accordance with our privacy policy at yachtiefinancehub.co.uk/privacy-policy.
- 12.9 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 12.10 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.