

RESOURCE ONLY ORDER

Please complete and post to:

WebSmiths Group Ltd, 3 Turpyn Court, Woughton on the Green, Milton Keynes MK6 3BW.
Alternatively you can scan and email to support@accountantwebSmiths.co.uk or fax to 0845 544 0183.

Your Name: _____ **Practice Name:** _____

Address: _____

_____ **Postcode:** _____

Telephone: _____ **Email:** _____

Where did you find out about Accountant WebSmiths: _____

What is your website domain name: _____

If you are having a new website built please advise and provide a link to a preview area where we can view the site (to allow us to match this design) _____

Login Password

We need to provide you with a password for access to our client area. If you would like to choose your own please specify it here.

Password: _____

(must be all lowercase, 8 letters/numbers & a mixture of letters & numbers example: a5cdewxz)

PLEASE NOTE THAT IF ORDERING A FULL BESPOKE WEBSITE MOST OF THESE ARE ALREADY INCLUDED IN THE PACKAGE – THERE IS NO NEED TO ORDER THEM SEPARATELY.

MONTHLY PAYMENT	£
practiceRESOURCE Tax Centre Standard: £35	
practiceRESOURCE Tax Centre Premium: £50 (includes taxEZINE and emailMARKETER)	
practiceRESOURCE Business Centre: £35	
practiceRESOURCE Combined Package: £55 (includes taxEZINE and emailMARKETER)	
practiceRESOURCE extra offices: No. of extra offices: _____ @ £10 for each extra office	
taxEZINE (includes emailMARKETER): £35	
Other – please specify	
	Net Total
	VAT @17.5%
	Total

Please send...

- **Direct debit form** which will collect the monthly amount on the 1st of every month after we receive it. **Please note we provide a guarantee that the monthly amount will never increase!**
- **Terms and conditions** duly signed.



Websmiths

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Websmiths
 3 Turpyn Court
 Woughton on the Green
 Milton Keynes
 MK6 3BW

Service User Number (SUN)

2	5	0	3	0	4
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Name(s) of Account Holder(s)

Bank/Building Society account number

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Branch Sort Code

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Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

FOR PSL re Websmiths OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society.
Important – Please complete these details:

Account Holder(s) Name & Address:

Name:
Address:
Postcode:
Email Address:

Instruction to your bank or building society

Please pay PSL re Websmiths Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with PSL re Websmiths and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Reference Number

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Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DD11

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit PSL re Websmiths will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request PSL re Websmiths to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by PSL re Websmiths or your bank or building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when PSL re Websmiths asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building Society. Written confirmation may be required. Please also notify us.

AccountantWebsmiths Terms and Conditions

1. Definitions

- 1.1. Accountant Websmiths is a trading name of Websmiths Group Ltd. Where applicable, "Websmiths" refers to Websmiths Group Ltd, a company registered in England (number 6099846) whose registered office is at 3 Turpyn Court, Woughton on the Green, Milton Keynes, MK6 3BW .
- 1.2. Where applicable "Accountant" refers to the company, firm, practice or individual who has placed an order for a service or product provided by Websmiths.
- 1.3. Where applicable "client" means the client of the Accountant.
- 1.4. "product" "products" "service" or "services" refers to all orders the Accountant has placed with Websmiths.

2. General

- 2.1. These terms and conditions are the entire agreement between Websmiths and the Accountant in respect of all services provided and unless mutually varied in writing are the whole of the agreement between us. The Accountant agrees that they will not rely on any verbal representation made by Websmiths.
- 2.2. If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions shall not be affected.
- 2.3. This agreement shall be governed in accordance with the Laws of England.
- 2.4. The Accountant cannot assign rights under this agreement to a third party without Websmiths written consent.
- 2.5. All systems, software and hardware used in providing the service shall remain the property of Websmiths.

3. Payment Terms

- 3.1. Unless otherwise expressly agreed in writing or stated on the Websmiths website, payment for all services are due by monthly direct debit commencing on the first of the month after the order is received. A VAT invoice to cover the monthly payments will be issued at the commencement of each year. Websmiths will not increase the monthly fees for any services ordered.
- 3.2. In the event of failure to make payment on time, Websmiths have the right to immediately withdraw the provision of the service and the Accountant loses the right to continue using any of the products or services.
- 3.3. In the event of late payment, Websmiths reserves the right to charge the Accountant interest at 4% over the base rate of Barclays Bank PLC from the date payment was due, such interest to accrue daily.

4. Intellectual Property

- 4.1. The intellectual property rights in all products and services provided belongs to Websmiths and their associates. Use of the intellectual property is granted to the Accountant solely for use within their practice and on the domain name for which they have been ordered in relation to their own accountancy clients and prospects and not for resale or commercial use in any other way. The Accountant cannot grant rights to commercial use of any product to any other person without the written permission of Websmiths.
- 4.2. Websmiths can at any time cancel all rights of the Accountant to use the intellectual property.
- 4.3. The intellectual property rights to any website design created by Websmiths belong to Websmiths unless a separate fee is agreed for the design. All rights to all written content provided by Websmiths will always belong to Websmiths.
- 4.4. Any images supplied by Websmiths remain the copyright of Websmiths and may not be reproduced electronically or in print, without the express written permission of Websmiths. Such images may be used in more than one design and are not totally for exclusive use on the web site of the Accountant.

5. Commissions and Payment Processing

- 5.1. Where the Accountant has signed up with any third party provider such as for any affiliate commission income or online fee processing, Websmiths are not responsible in any way for the correct operation of such processes or payment of commissions and fees due. It is the responsibility of the Accountant to check that what they have requested to be implemented by Websmiths is working for them.
- 5.2. Where Websmiths have contracted with a third party to act as Agent for the sale of their products and services, they may allow the Accountant to also market and sell the products in return for commissions on such terms as Websmiths may notify from time to time. Websmiths will hold an indemnity from the third party in respect of defaults by the third party but Websmiths will not be responsible in any way for any defaults of the third party. In relation to such deals, unless specifically authorised otherwise by Websmiths:
 - 5.2.1. the Accountant must take all due care and diligence in marketing the products and services and operate with sound commercial principles.

5.2.2. the Accountant must not hold itself as being authorised to bind or to actually bind the third party or Websmiths.

5.2.3. the Accountant must account for any monies collected on behalf of the third party or Websmiths to them.

5.2.4. the Accountant does not obtain any Intellectual Property rights belonging to such products and services and must keep all information relating to the third party confidential other than for the purposes of marketing the products and services for the benefit of the third party

6. Security, Servers and Data Protection

- 6.1. Both Websmiths and the Accountant are responsible for complying with the data protection legislation in force in relation to the activities undertaken by each in respect of this agreement. Any data stored in an online database is the property of the Accountant for the purposes of responsibilities under the data protection legislation.
- 6.2. Websmiths will undertake all reasonable security, integrity and back up measures in relation to data stored on our servers but shall not be liable for any loss or damage to any data stored on the server or for any unauthorised use.
- 6.3. The Accountant will not under any circumstances store material that is obscene, threatening, malicious or illegal on Websmiths servers or that contains a virus or infringes the intellectual property rights any third party. Websmiths have the right to remove anything they deem inappropriate or potentially damaging in any way from the Web Site of the Accountant without notice
- 6.4. The Accountant will not send bulk email to email addresses that are not double opt-in from the server. Email must also be sent in line with relevant legislation. This applies to both email sent from any Websmiths server or from any other server making reference to a website on a Websmiths server. Bought in email lists cannot be used
- 6.5. The Accountant will not run any software, applications or other processes on the server without the express written permission of Websmiths.
- 6.6. Where we are hosting the website of the Accountant, Websmiths provide as standard webspace of up to 50mb, and a bandwidth limit of 1000mb per month but more can be offered in the unlikely event more is needed.
- 6.7. No guarantee is provided for uptime of the servers and Websmiths is not liable in any way for any downtime.

7. Domain Name

- 7.1. Unless Websmiths has purchased a domain name on behalf of the accountant, Websmiths is not responsible for renewal or any reminders to renew for any domain names belonging to the Accountant. It is the responsibility of the accountant to renew their domain name with the registrar in good time
- 7.2. Websmiths shall not be liable in respect of any dispute between the Accountant and a third party over use of the domain name. It is the Accountant's responsibility to ensure they have the right to use the domain name.
- 7.3. Where Websmiths have purchased a domain name on behalf of the Accountant, they will renew the domain name as necessary. Such domain names will be registered in the name of the Accountant and belong to the Accountant.

8. Liability and Disclaimers

- 8.1. Except in the case of death or personal injury Websmiths entire liability shall never exceed the charges paid by the Accountant in respect of the services subject to the claim in the preceding 6 months. In any event no claim shall be brought unless the Accountant notifies Websmiths within one month of it arising.
- 8.2. In no event will Websmiths be liable for any loss of profits, business, expected savings or any other indirect or consequential loss whatsoever in respect of any services or products provided.
- 8.3. Under no circumstances shall any of the Websmiths officers, agents or anyone else involved in supplying services have any liability to the Accountant.
- 8.4. The Accountant indemnifies Websmiths for any claim brought against Websmiths by any third party as a result of the Accountant breaching these terms and conditions.
- 8.5. The Accountant will not alter the wording of any disclaimers or legal notices provided without Websmiths written consent. Such disclaimers are there for both the protection of the Accountant and Websmiths. The Accountant indemnifies Websmiths in respect of any damages or loss arising as a result of a breach of this clause.
- 8.6. Websmiths is not responsible for checking any of the text content for sites provided by the Accountant and shall make no effort to do so. This is the responsibility of the Accountant.

9. Confidentiality

- 9.1. Without the written agreement of the other party, the Accountant and Websmiths will not disclose any information relating to our dealings or to each others intellectual property rights to any other third party unless required to do so by law. Where required to do so by law, the other party will obtain a written undertaking from the third party to keep the information confidential and only to use it for the purposes for which it was provided.

10. Guarantee

10.1. Websmiths provide an appropriate guarantee for products and services supplied as advertised on their website at the time of order which provides for the first months payment to be refunded without question if you are not happy with what is provided and to terminate the service at any time.

11. Product Specific Terms

11.1. practiceRESOURCE – the Accountant can only link into the section of our practiceRESOURCE website for which they have bought the rights to do so.

11.2. emailMARKETER – unless the Accountant uses their own mailserver, emailMARKETER must not be used to send unsolicited emails or non accountancy related emails. Emails can only be sent to clients and subscribers who have requested to receive emails from the Accountant. Bought in email lists cannot be used.

12. Warranty

12.1. Websmiths warrants that in the provision of all services and products they will not infringe any intellectual property rights, include any defamatory materials or violate any UK law.

13. Termination

13.1. Websmiths have the right to terminate this agreement and services provided without prior notice. No reason is required and Websmiths shall be under no liability to the Accountant for any loss or damage as a result of such termination.

13.2. Other than where a minimum payment period is provided for, the Accountant may also terminate without prior notice. Where a free payment period is provided as a result of a tie in contract with another provider, there is a minimum paid period equal to the length of the free period provided.

13.3. Written notice must be provided by the party cancelling. Following termination, no future payments will be due other than any already accrued and unpaid. Any services and products provided will incur liability on a pro-rata basis if part completed or provided.

13.4. One month following termination by Websmiths or immediately following termination by the Accountant, all data relating to the Accountant held on Websmiths servers shall be deleted.

13.5. The Accountant must no longer use any of the services and products supplied by Websmiths in any way whatsoever.

14. Display of Work and Testimonials.

14.1. Websmiths can display websites, newsletters, resources, etc that they create for the Accountant on the Websmiths website and in their marketing material as examples of their work. In addition, they can use testimonials received from the Accountant. Websmiths will however, remove such items on the request of the Accountant.

We have read and agree to the above terms and conditions:

Signature of Authorised Person : _____ **Name:** _____

Position: _____ **Practice Name:** _____