

Terms and Conditions

The following terms and conditions apply to the use of OmniVAT (the Software) and the following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

- "Client", "You" and "Your" refers to you, the person accessing this Software and accepting the Company's terms and conditions.
- "The Company", "Ourselves", "We" and "Us", refers to our Company, Omniph Systems.
- "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same. The Company may change this policy from time to time by updating this document. You should check this document from time to time to ensure that you are happy with any changes.

These terms and conditions are effective from 14th August 2023.

Privacy Statement

We are committed to protecting your privacy. Authorised employees within the company on a need to know basis only use any information collected from individual customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible. Our full privacy policy is available on our website at <https://www.omniph.net/j/privacy>.

Confidentiality:

Client records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request and may charge a reasonable administration fee.

Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information as part of the agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your contact details for any unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Client Responsibilities

The Client agrees not to use the Software for any illegal purposes.

Disclaimer

Exclusions and Limitations

To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this Software and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Software and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this Software.

This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law.

None of your statutory rights as a consumer are affected.

Payment

The Software is included within the license agreement for the main OmniSSAS or OmniSIPP software and so no specific payment relates to the Software directly.

Termination of Agreements and Refunds Policy

As per the terms of the Omni Software license agreement both the Client and the Company have the right to terminate any Service Agreement for any reason, including the ending of services that are already underway under the conditions set out therein.

Availability

You are solely responsible for evaluating the fitness for a particular purpose of any data available through the Software.

Redistribution or republication of any part of the Software or its content is prohibited without the express written consent of the Company.

The Company does not warrant that the service from will be uninterrupted, timely or error free, although it is provided to the best ability. From time to time external factors including, but not limited to, local connectivity issues and connection to the HMRC Government Gateway may be disrupted by HMRC, resulting in reduced availability.

By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Log Files

All log files are stored with the Clients Omni Databases and are under control of the Client as part of the main Omni database. The Client may wish to share a log file with this Company in order to diagnose problems. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Links from this Software

We do not monitor or review the content of other party's websites which are linked to from this Software which should be exclusively HMRC.gov.uk for the purpose of submitting VAT returns. Opinions expressed or material appearing on such sites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material.

Please be aware that we are not responsible for the privacy practices, or content, of these sites.

We encourage our users to be aware when they leave our site & to read the privacy statements of these sites.

You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them.

This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the content, but excluding the clients' input data, of this Software.

Communication

We have different contact options for different queries which can be found:

- on our email footers
- our "Contact Us" page on our website www.omniphinet.net,
- via Company literature
- via the Company's stated telephone number.

Omniphi Systems Limited is registered in England and Wales, company number 05859715, registered office The Quorum, Bond Street South, Bristol, BS1 3AE.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of England and Wales govern these terms and conditions. By accessing this Software and using our services you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to Softwarely.

Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the software will signify your acceptance of any adjustment to these terms.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this Software and/or undertaking of a Software License indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.