

## MUNDAYS LLP WEBSITE TERMS OF USE

### 1. What's in these terms?

These terms tell you the rules for using our website.

### 2. Who we are and how to contact us

www.mundays.co.uk is a site operated by Mundays LLP ("we"). We are a company registered in England and Wales under company number: OC313856. Our registered office is 400 Dashwood Lang Road, Weybridge, Surrey, KT15 2HJ and our VAT number is GB 864 9398 61.

We are authorised and regulated by the Solicitors Regulation Authority ("SRA"). The SRA's Rules can be found in its Code of Conduct which is available through the following link.

<http://www.sra.org.uk/solicitors/handbook/code/content.page>

Mundays LLP are not authorised by the Financial Conduct Authority, however we are included on the register maintained by the Financial Conduct Authority (Reference number: LS423073). This is to allow us to carry on insurance mediation activity in the UK, which is broadly advising on, selling and administration of insurance contracts. In certain circumstances, we are also able to offer a limited range of investment services provided they are complementary and incidental to the professional service you have asked us to provide. This part of our business, including arrangements for complaints or redress if something goes wrong is regulated by the SRA. The register can be accessed via the FCA website.

The Law Society of England and Wales is the designated professional body for the purposes of the Financial Services and Market Act 2000, however the responsibility for regulation and complaints handling has been separated from the Law Society's representative function.

### 3. By using our site, you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree with these terms, you must not use our site.

### 4. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to the use of our site.

Privacy Policy

Cookie Policy

### 5. We may make changes to these terms

We reserve the right to amend these terms. Each time you wish to use our site we would advise you to check these terms to ensure that you understand the terms applied at that time.

### 6. We may suspend or withdraw our site

This site is available to users free of charge. We do not guarantee that our site, the content within the site will always be available. We may suspend or withdraw the availability of all or any part of

this site for business and operational reasons. In the event suspension or withdrawal, a notice will be provided on the site.

You are responsible for ensuring that any individuals accessing this site via your internet connect should be aware of the terms of use and that they comply with them.

## **7. How you may use material on our site**

We own all the intellectual property rights on this site and the material published within it. All such rights are reserved and protected under copyright laws and treaties around the world.

You may print off and download extracts from our site for your personal use and you may draw the attention of others within your organisation to the content posted on our site. You must not modify the materials you have printed off or downloaded. You must not use any part of the content on our site for commercial purposes without obtaining permission from us to do so.

## **8. Do not rely on information from this site**

The content on our site is provided for general information only. It is not intended to amount to legal or other professional advice on which you should rely. You must obtain professional advice before taking or refraining from any action based on the content on our site.

Whilst we make reasonable efforts to keep the site up to date, we make no representations, warranties or guarantees, whether expressly or implied.

## **9. We are not responsible for the websites we link to**

We may provide links to other sites and organisations provided by third parties. These links are for information only and are not directly approved by us. We do not exercise any control over external sites and take no responsibility for the information you obtain from them.

10. Our responsibility for loss or damaged suffered by you.

### **Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Terms of Business which you will receive when you engage us.

### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - Use of or reliance on any content displayed on our site.
- We will not be liable for:
  - loss of profits, sales, business, or revenue;

- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

**If you are a consumer user:**

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If defective digital content that we have supplied, 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. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**11. We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

**12. Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

**13. Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.