

Terms and Conditions

What's in these terms?

These terms tell you the rules for using our website www.fenchurch-legal.co.uk (our site).

Who we are and how to contact us

www.fenchurch-legal.co.uk is a site operated by Fenchurch Legal Limited ("We"). We are registered in England and Wales under company number 12547045 and have our registered office at Linen Hall, 162–168 Regent Street, London, W1B 5TB. We are a limited company. To contact us, please email info@fenchurch-legal.co.uk.

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 to these terms, you must not use our site.

There are other terms that may apply to you

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

- Our Privacy Policy. See further under How we may use your personal information.
- Our website terms, which sets out the terms of permitted use of our website and prohibited uses of our site. When using our site, you must comply with this policy.
- Our Cookie Policy, which sets out information about the cookies on our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 31 May 2024.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

We may suspend or withdraw our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@fenchurch-legal.co.uk.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist

advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

How we may use your personal information

We will only use your personal information as set out in our privacy policy.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our website terms. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in Rights you are giving us to use material you upload.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our website terms. You are solely responsible for securing and backing up your content. We do not store terrorist content.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to

- use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service to expire when the user deletes the content from the site;
 - a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes but in accordance with the functionality of the site, to expire when the user deletes the content from the site.

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.

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. The website in which you are linking must comply in all respects with the content standards set out in our website terms. If you wish to link to or make any use of content on our site other than that set out above, please contact info@fenchurch-legal.co.uk.

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 and Wales.

User Conduct and Prohibited Activities

Users must not engage in any conduct that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, fraudulent, invasive of another's privacy, or racially, ethnically, or otherwise objectionable. Users must not upload, post, transmit, share, store, or otherwise make available any content that could infringe the intellectual property rights or privacy rights of others.

Dispute Resolution and Arbitration

In the event of any dispute arising out of or in connection with these terms, you agree to first attempt to resolve the dispute informally by contacting us. If the dispute is not resolved within 30 days, any ensuing legal actions will be resolved through binding arbitration, except for disputes that qualify for small claims court.

Third-Party Services and Integrations

Our site may contain links to third-party websites or services that we do not own or control. We are not responsible for the content, privacy policies, or practices of any third-party websites or services. Your use of third-party websites or services is at your own risk and subject to the terms and conditions of those websites or services.

Changes to the Website and Services

We reserve the right to modify or discontinue, temporarily or permanently, any part of our website or services, with or without notice. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the website or services.

Feedback and Submissions

We welcome your feedback, suggestions, and ideas for improving our website and services. By submitting feedback, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such feedback throughout the world in any media.

Data Retention Policy

We retain personal data for as long as necessary to provide the services you have

requested, comply with legal obligations, resolve disputes, and enforce our agreements. The retention period may vary depending on the type of data and the purpose for which it was collected.

This revised version should provide a comprehensive set of terms and conditions that address current legal standards and best practices.