Terms and Conditions

Introduction

These are the Terms and Conditions of Use ("**Terms**") for Fix My Legals Ltd. When we say "Site" we mean the www.fixmylegals.co.uk website, as well as any related apps and the tools on our website which can help you. Our Site is owned and operated by Fix My Legals Ltd ("**the firm**" "**we**", "**us**" or "**our**").

You should read these terms and conditions carefully before using this website ('the Site'). By accessing or using the Site, you agree to be bound by these terms and conditions. If you do not agree with or accept any of these terms and conditions, you should cease using the Site immediately. By continuing to use our Site, you'll be considered to have accepted these Terms. If you don't follow these Terms we may stop you using the Site.

The trade marks 'Fix My Legals' are owned by us. All other brand names and trade marks that appear on this Site are trade marks or trade names belonging to other businesses. You're not allowed to use these brands or marks and doing so may infringe the owners' rights.

All the content on our Site is owned by us or used with the permission of the people who own it – our licensers – and is protected by English and international copyright laws.

We may also wish to provide you with information about special features of our website or any other service we think may be of interest to you. If you would rather not receive this information, please send an email message to management@fixmylegals.co.uk. If you agree to us providing you with marketing information, you can always opt out at a later date.

See our separate policies regarding Data Protection, Privacy Policy and Cookies Policy (links)

What we do

Fix My Legals Ltd ("FML") is a Legal Broker for intermediary sources such as Estate Agents and Mortgage Brokers ("Introducer"), who have clients requiring conveyancing services. FML source the best suited law firm on the market for the clients' specific needs and provide support throughout their transaction, to both the Client and The Introducer. FML work with a specialised Legal Network promoting their services and benefits and linking them to clients who require their services.

What we don't do

The information on our Site shouldn't be taken as any advice, representation, or arrangement by us – you are responsible for making (or refraining from making) any specific legal or other decisions. Because the impact of our Site information can vary based on your particular circumstances, you should always carry out your own research into the product or service that's of interest to you. You are responsible for the decisions you make and we're not liable for anything that happens as a result of you relying on the Site.

Usage

The Site is made available to you by us. While we make every effort to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site. We reserve the right to suspend or cease the operation of the Site from time to time at our sole discretion.

As a condition of your use of the Site, you agree:

Not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these
terms and conditions; and to be responsible for ensuring that your use of the Site is consistent with
all applicable laws and regulations.

• If you are in breach of any of these terms and conditions, you agree to indemnify and hold us harmless in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach.

Website visitors are permitted to read the contents and to download and store on a temporary basis any of the contents of the Website provided this is for their own personal or non-commercial use. Apart from content specifically made available for download you may not permanently copy, store or redistribute the contents of the Website in any way. Where we make content available for downloading this is only for your personal use, or for circulation within your business and is not for commercial re-use. You may not set up links from your own websites to the Website without our prior written consent.

For further information on the use of materials from the Website, or if you experience any problems with the Website, please contact us by sending an email to management@fixmylegals.co.uk.

Events Beyond our Control

The Firm will not be responsible for any breach of the Terms caused by circumstances beyond its reasonable control.

External Links

We reserve the right to alter, suspend or discontinue any part of the Website or the services provided through it, including your access to it. Whilst we make every effort to ensure that the information contained within the Website is correct, visitors should be aware that the information may have become out of date and we give no warranty or make any representation regarding the fitness for purpose, continued availability, quality, accuracy or completeness of the content of the Website. Accordingly, the materials on the Website do not give specific legal advice and should not be relied on as doing so. In particular, you should be aware that laws and regulations might be different outside England. Your use of the Website does not create a contractual or solicitor-client relationship between you and the Firm. We recommend you contact the advisers who are named in the Website for advice about particular matters. The Firm excludes all liability for any kind of loss or damage that may result to you or a third party in connection with the use, inability to use, or the results of use of the Website.

Some of our Site links are 'affiliate' links, which take you directly or indirectly to a product provider and which may result in us receiving money if you click through to its site or buy a product or service from it.

Any links to other websites from the Website are provided for convenience only and the Firm accepts no responsibility or liability in connection with your use or reliance on the content of any linked website. If you choose to use a hypertext link contained within this website, then you may leave our website. Once you have left our website, whether or not you have realised that you have left, we are no longer responsible in any way for the material on the other website that you enter. In addition, hypertext links are included in order to provide further information and value to our service offering.

When information provided by other websites or a link is provided through to them. We're not responsible for their content or liable for anything that happens if you choose to use them. If you do buy products or services from another website, please first read its terms and conditions and privacy policy carefully. Remember: you'll be bound by those terms and conditions and any personal information you give them will be used in line with their privacy policies, not ours. We exclude to the full extent permitted by law all liability that may arise in connection with or as a result of such external website material causing any damage, cost, injury or financial loss of any kind.

Copyright and Intellectual Property

Copyright and other intellectual property rights in the content of the Website, including any of the Firm's marks, logos and brands, belongs to the Firm or its licensors (who have expressly licensed content to the Firm). All rights, save as expressly granted, are reserved. If you are in doubt whether an item is copyright or a trade mark of the Firm, please contact us for clarification at management@fixmylegals.co.uk.

The Website may allow users to download certain documents that are also available directly from the original source website and various other websites.

Disclaimers Relating to Downloads

To the extent permitted by law, the Firm excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly in connection with the use of the download facility and the content of any downloaded material including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy or copyright with the downloads, their content or associated services or due to any unavailability of part or all of any associated website or associated service.

The documents available for download are created exclusively by third parties and the Firm excludes all liability for any illegality arising from error, omission, inaccuracy or copyright in such material and takes no responsibility for such material.

Any downloads are provided solely for your convenience and the Firm does not necessarily endorse the material which can be downloaded and will have no liability to you in respect of the same.

Downloading documents from the Website should not be used as an alternative to legal advice from a qualified solicitor and using any such documents does not create a solicitor-client relationship between you and the Firm.

Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

The Firm cannot guarantee that downloading documents from the Website will be free from error and/or uninterrupted and we shall not be liable for any damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract, negligence or other tortious action, arising out of, or in connection with the download facility or any associated website.

Whilst effort has been taken to ensure that any downloads are free from viruses, no warranties are given to that effect and users are responsible for ensuring that they have installed adequate virus checking software. The Firm shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of users' computer hardware. All documents are downloaded at the user's own discretion and risk and the user shall be solely responsible for any damage to the user's computer system or loss of data that results from the download of any documents.

Nothing in the Terms serves to exclude or limit liability for death or personal injury arising from negligence or any liability that is otherwise prohibited from being excluded by law.

Electronic Commerce (EC) Directive Regulations 2002 and Provision of Services Regulations 2009

The following information is provided by us to ensure our compliance with the above regulations;

The website links to Solicitors and Conveyancers that are authorised and regulated by the Solicitors Regulation Authority and are as such bound by the associated professional rules and regulations, which can be viewed at www.sra.org.uk. The legal partners are committed to providing an excellent service and operate an internal complaints procedure that can be made available on request. They are also committed to cooperating fully with the Legal Ombudsman, contact details of which can be found at www.legalombudsman.org.uk.

The Firm is registered for VAT.

The Firm maintains qualifying Professional Indemnity Insurance, details of which can be provided on request.

The Firm is committed to providing an excellent service and operates an internal complaints procedure that can be made available on request. Should you not be happy with how we resolve a complaint inhouse, you have the option for dispute resolution with a Third Party Adjudicator. We are committed to cooperating fully with our redress provider, contact details of which can be found at The Centre for Effective Dispute Resolution (CEDR).

They have a website <u>www.cedr.com</u> and can be contacted at:

CEDR, 100 St. Paul's Churchyard, London, EC4M 8BU

Telephone: 0207 536 6000 Textphone: 0207 536 6001

Email: info@cedr.com

Severability

If the Terms or any part of them should be determined to be illegal, declared invalid or otherwise unenforceable by a court of a competent jurisdiction, or under the laws of any state or country in which the Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from the Terms without affecting the remaining provisions and the remaining provisions contained within the Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that jurisdiction, state or country.

Governing Law

This legal notice and all issues regarding the Website are governed by English law. Access is granted on condition that you accept all of the above and agree to the jurisdiction of the courts of England and Wales to settle matters in relation to the Website.

These terms and conditions contain the entire understanding and agreement between us and you in relation to your use of the Site and supersedes and replaces any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein.

Reports of Misuse

We take feedback very seriously and are constantly looking for ways to improve the Website. If you have any comments or concerns regarding the information or the Website content generally, or would like to report any misuse of the Website, please contact us by sending an email to management@fixmylegals.co.uk.

We reserve the right to vary these terms and conditions from time to time without notifying you. By continuing to use and access the Site you agree to be bound by any variation made by us. It is your responsibility to check these terms and conditions from time to time to verify such variations.