

# Terms & Conditions

## Prudent and Prudential Limited

### Terms of website use:

These Terms of Use (together with the documents referred to in it) tell you the terms of use on which you may make use of our website, [www.prudent-and-prudential.com](http://www.prudent-and-prudential.com) (our website). Use of our website includes accessing, browsing, or registering to use any part of our website.

Please read these Terms of Use carefully before you start to use our website, as they will apply to your use of our website. By using our website, you confirm that you accept these Terms of Use and that you agree to comply with them. We may revise these at any time by amending this page. If you do not agree to these Terms of Use, you must not use our website.

### Other applicable terms:

These Terms of Use refer to the following additional terms, which also apply to your use of our website: Our Privacy and Cookies Policies, which set out the terms on which we process any personal data we collect from you, or that you provide to us. They also provide information about the cookies on our website. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

### Changes to our website:

We update our website continually and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and whilst we endeavour to maintain accurate information, we are under no obligation to update it. We do not guarantee that our website, or any content on it, will be free from errors or omissions.

### Accessing our website:

Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your Internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### Intellectual property rights:

We are the owner or the licensee of all intellectual property rights contained within our website, and in the material published on it except for any material or content specified as being owned by a third party. 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 website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

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 website must always be acknowledged. You are responsible for ensuring that any usage of, linking, downloading, copying or printing is permitted and Prudent and Prudent Limited makes no representation that the use of any material or content on our website owned by or that it would be reasonable to believe is owned by a third party may be used, downloaded, linked to, copied or printed by you. You must not

use any part of the content on our website 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 website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **No reliance on information:**

The content on our website 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 website. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

#### **Limitation of our liability:**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any user 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 website
- use of or reliance on any content displayed on our website

If you are a business user, please note that in particular, 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
- any indirect or consequential loss or damage

If you are a consumer user, please note that we only provide our website for domestic and private use. You agree not to use our website 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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them. Further, Prudent and Prudent Limited will not be liable for any use by you of any content on our website specified as being owned by or that it would be reasonable to believe is owned by a third party and you are responsible for ensuring that your use of such third-party material is permitted.

### Viruses:

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

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 website will cease immediately.

### Linking to our website:

You may link to our home page or other sections of the website, 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 be aware that content you link to on our website may change or be removed, with no guarantee that the link will remain available. It is not our responsibility to check the availability of these links.

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 website in any website that is not owned by you.

Our website must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our website other than that set out above, please email [support@prudent-and-prudential.com](mailto:support@prudent-and-prudential.com)

### Third party links and resources in our website:

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources.

### Applicable law:

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, 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, its subject matter and its 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.

### Contact us:

To contact us, please email [support@prudent-and-prudential.com](mailto:support@prudent-and-prudential.com)