

## Introduction

Welcome to our website, [prw-chartered.co.uk](http://prw-chartered.co.uk), which is accessible via your computer or your portable hand-held device (the "Website") or App (the "App"). The Website and App are provided by Penney, Ruddy & Winter Limited of Becket House, 2nd Floor Mezzanine, 36-37 Old Jewry, London EC2R 8DD ("Penney, Ruddy & Winter Limited", "us", "we" or "our" for short). "You" and "your" means you as the user of our Website.

We have set out the terms under which we are providing you with access to our Website or App and our products and services.

### These include the terms and conditions that govern:

- a) Your use of our Website or App (including the mobile-optimised version of our Website accessible from your portable hand-held device);
- b) Your use of the services and products offered through our Website or App;
- c) Your rights to link to our Website or App;
- d) How we will use and protect information about you (see our separate "Privacy and Cookies Policy")

Collectively, these documents are termed as the "Terms of Use".

We may change our Terms of Use from time to time. The revised Terms of Use will be available via the Website and App. You should check the Terms of Use regularly to ensure that you understand and are familiar with any changes. You will be deemed to have accepted any changes to the Terms of Use after you have been notified of the changes on our Website home page and you continue to access or use the Website or App.

## Use of this Website & App

These Terms of Use set out how you may use our Website or App. By accessing the Website or App, you agree to these Terms of Use.

If you do not agree to these Terms of Use, you should not use the Website or App. You should read all the Terms of Use prior to using the Website. You should also save and/or print out a copy of these Terms of Use for future reference.

## Age restrictions

Our Website is suitable for users of any age.

## Accessing our Website and App

Access to our Website is permitted on a temporary basis. We update our website regularly and so may change the content at any time without notice to you. We reserve the right to withdraw, vary or suspend the service at any time without notice.

You are responsible for making all arrangements necessary to access this Website. You are also responsible for ensuring that all persons accessing our Website through your internet connection are aware of these Terms of Use.

Please note that use of our Website is subject to your computer and/or portable device complying with our minimum standard technical specification and compatibility notice. You are advised to check this specification to ensure that your computer and/or portable device is compatible with our products and services, and we shall not be liable for any failure arising in the Website which arises from incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

## Reliance on information posted

Materials posted on our Website are not intended as advice and should not be relied upon as such. We therefore accept no liability or responsibility arising from any reliance placed on such information to the fullest extent permissible by law.

Where we provide details of a product, service or promotion, we make no promise that those details will be available on a particular day and are subject to availability.

## Intellectual Property

You may access, view and print out one copy of this Website and all information, images and other content displayed on the Website ("Materials") strictly in accordance with these Terms of Use.

You may only view, print out, use, quote from and cite the Website and the Materials for your own personal, non-commercial use and on the condition that you provide the relevant acknowledgement where appropriate to Penney, Ruddy & Winter Limited. All intellectual property rights in and to the Website and the Materials are either owned by or licensed to us, and your use of the Website and Materials is subject to the following restrictions:



## Chartered Financial Planners

[www.prw-chartered.co.uk](http://www.prw-chartered.co.uk) Becket House, 2nd Floor Mezzanine, 36-37 Old Jewry, London, EC2R 8DD Tel: 0203 515 1500 Email: [admin@prwfp.co.uk](mailto:admin@prwfp.co.uk)

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- c) Reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or the Materials for any commercial purpose, without our prior written consent.

### Rights of termination

We may, at our discretion, terminate or suspend you or group access to all or part of the Website (including any right to access and use our Materials) with or without cause by delivering notice to you. The rights of termination are in addition to all other rights or remedies provided or by law.

### Privacy Policy

We maintain a high level of privacy and security for your personal data. View our online Privacy Policy in full.

### No warranty, disclaimer of liability and indemnity

Whilst every effort has been made to ensure the high quality and accuracy of the Website, Penney, Ruddy & Winter Limited makes no warranty, express or implied, concerning the Materials of the Website, which is provided "as is".

We expressly disclaim all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of satisfactory quality. In no event will Penney, Ruddy & Winter Limited or our suppliers be liable for direct, special, incidental, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Materials, even if we have been advised of the possibility that such damages may arise.

We do not guarantee the accuracy or timeliness of the Materials appearing on the Website, or that the Website or related systems are free from viruses or other contaminating or destructive properties. In the event that we incur any liability whatsoever, the aggregate liability shall not exceed the amount that you originally paid for the service, except in respect of fraudulent misrepresentation.

### Force Majeure

We will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of our products or services resulting directly or indirectly from any cause or circumstance beyond our reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

### Links to third-party websites

Our Website may contain links and pointers to Internet sites maintained by third parties. We do not operate or control in any respect any information, products or services on such third-party sites. Links are provided solely for your convenience, and do not constitute any endorsement by Penney, Ruddy & Winter Limited and/or our suppliers. You assume sole responsibility for use of third-party links and pointers.

### Miscellaneous

#### Changes to these terms of use

We may, at our discretion, change these Terms of Use. We will notify you by email or by publishing details of those changes by including them in these Terms of Use.

#### Rights of reply

If at any time you, or your organisation, have a complaint or comment to make about the Materials featured within our Website, you should contact Penney, Ruddy & Winter Limited – telephone: 0203 51 51 500 or email [admin@prwfp.co.uk](mailto:admin@prwfp.co.uk).

#### Third-party content

Parts of the Website may contain other third-party Materials. Other providers are responsible for ensuring that Material submitted for inclusion on the Website complies with international and national law. We are not responsible for any third-party content or error, omission, or inaccuracy in any Material.



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## **Invalid provision**

If any provision of the Website is held to be invalid by a court of competent jurisdiction, we shall amend the invalid provision in such reasonable manner as achieves the intention of the parties without illegality, or at our discretion such provision may be severed from these Terms of Use and the remaining provisions shall nevertheless remain in full force and effect. Any cause of action of yours with respect to these Terms of Use must be filed in a court of competent jurisdiction in England and Wales.

## **Governing law and jurisdiction**

These Terms of Use shall be governed by, and construed in accordance with English law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute, which may arise out of, under, or in connection with these Terms of Use or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.



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