

WEBSITE TERMS & CONDITIONS

Welcome to the Finlay Estates Limited (“we” / “us” / “our Company” website at www.finlayestates.co.uk (the “Site”). These terms of use, together with any other documents, policies and terms referred to herein, set out the terms of use under which you may use this Site (the “Terms”). **We draw your attention in particular to the Limitation of Liability section.**

Any reference to “you” in these Terms includes yourself and any person that accesses or uses the Site and the services we make available via the Site (the “Services”) on your behalf, whether as a guest or a registered user.

Please read these Terms carefully before using this Site. By using our Site, you confirm that you accept these Terms and agree to comply with them. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of our Site. If you do not agree to these Terms, you must not use our Site.

1. Other applicable Terms

These Terms incorporate our Privacy & Cookie Policy (https://docs.google.com/document/d/1dcqLHZ73cpDgJmEVcBc_L6iInGi0i7t0-DZc3KIRxLM/edit?ts=5c7fd39c), which also apply to your use of the Site.

Our Privacy Policy sets out the terms on which we collect, process, share and store any personal data we collect from you, or that you provide to us. Our Cookie Policy sets out information about the cookies on our Site. We will only use your personal data as set out in our Privacy & Cookie Policy.

2. Information about us

www.finlayestates.co.uk is owned and operated by the Company, which is registered in England and Wales under company number 8939414 and has its registered office at 17 The Stables, Sansaw Business Park, Hadnall, Shrewsbury, Shropshire, England, SY4 4AS. The Company’s main trading address is Finlay Estates Ltd, Southside, 105 Victoria Street, London, SW1E 6QT (but please send post to our registered office). We are regulated by The Financial Conduct Authority in respect of non investment insurance contracts.

3. Changes to these Terms

We may revise these Terms at any time by amending this page. Please check this page from time to time for any changes, as they are binding on you upon your first use of the Site after the changes have been introduced. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions that are current and in effect will prevail (unless it is expressly stated otherwise).

4. Changes to our Site

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

5. Accessing our Site

We do not guarantee that our Services, our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on an “as is” temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site or Services without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

Our Site is directed to people residing in the United Kingdom. We do not represent that the content available on or through our Site is appropriate or available in other locations. We may limit the availability of our Site or any service described on our Site to any person or geographic area at any time. If you choose to access our Site from outside the United Kingdom, you do so at your own risk.

6. Intellectual Property Rights and Use of Material on our Site

We are the owner of the licensee of all intellectual property rights on 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 and, subject to the below, you may not reproduce, copy, distribute, sell, sub-licence, store, or in any other manner re-use content from our Site unless given express written permission to do so by us.

You may print off one copy and may download extracts of any page(s) from our Site for your personal use. 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, 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. You agree that you will not use our intellectual property rights in any way other than allowed under these Terms and any infringement by you thereof will be a material breach of these Terms.

7. No reliance on Information

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. It is your responsibility to ensure that any Services or information available through the Site (either directly or indirectly) meet your specific requirements.

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.

8. Limitation of our Liability

Nothing in these Terms 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 fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Site and Services or the use of or reliance upon our Services or any content included on our Site. To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services, Site or any content on it, whether express or implied, including any guarantee that our Site will meet your requirements.

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 Site;
- use of or reliance on our Services or any content displayed on our Site;
- 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.

We will not be liable to you for any loss of profit, loss of business, sales or revenue, business interruption, loss of anticipated savings, or loss of business opportunity, goodwill or reputation, or for any indirect or consequential loss or damage.

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 Site or to your

downloading of any content on it, or on any website linked to it. We accept no responsibility or liability arising out of any disruption or non-availability of our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events or acts of war.

We assume no responsibility for the content of websites linked on our Site. Unless expressly stated, these websites are not under our control. 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.

9. Viruses

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 in order 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 which 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. A breach of this provision is a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate 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.

10. 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 to which you are linking must comply in all respects with the Content Standards paragraph set out below (Content Standards).

If you wish to make any use of content on our Site other than that set out above, please contact us at maintenance@finlayestates.co.uk.

11. Prohibited uses

You may use our Site only for lawful purposes. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or reuse any material which does not comply with our content standards described in the next paragraph (Content Standards).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or resell any part of our Site in contravention of these Terms.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Site;
 - any equipment or network on which our Site is stored;
 - any software used in the provision of our Site; or
 - any equipment or network or software owned or used by any third party.

12. Content standards

These content standards apply to any and all material which you upload or contribute to our Site (contributions), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

13. Suspension and termination

We will determine, in our discretion, whether there has been a breach of these Terms. When a breach has occurred, we may take such action as we deem appropriate, including any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

You agree to fully reimburse us for all losses (including loss of profit, revenue, goodwill or reputation), costs and expenses arising out of any breach of these Terms by you, or any other act or omission by you in using the Site or by any other person accessing the Site using your personal information with your authority that results in any legal responsibility on our part to any third party.

14. Miscellaneous

Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms. We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms, and all incorporated documents referred to herein, constitutes the entire agreement as to your use of and our provision of the Site and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral.

You acknowledge that, in entering into this agreement, you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any incorporated documents referred to herein.

15. Applicable law

These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of England and Wales, and you irrevocably submit to the jurisdiction of the Courts of England and Wales and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales, 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.

16. Contact us

To contact us, please email maintenance@finlaystates.co.uk
Thank you for visiting our Site.