

# Our terms and conditions

These terms and conditions are divided into the following parts:

- (A) a disclaimer of liability;
- (B) terms and conditions governing the use of this website;
- (C) a licence for our free legal documents;
- (D) terms and conditions governing Lawlistic memberships; and
- (E) general and interpretive provisions.

By using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website. If you register with our website or buy any product or service from our website, we will ask you to expressly agree to these terms and conditions.

Our website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

## **(A) General disclaimer**

### **(1) Legal information**

Much of the legal information on this website consists of summaries of complex legal issues. Legal and factual details and nuances are inevitably omitted from such summaries. Particular circumstances often radically affect the law that applies, and the way that the law applies.

You should therefore never apply the legal information to your own situation without conducting additional research or engaging a lawyer. Nor should you assume that all of the relevant legal material is included on our website.

The law changes constantly, and legal information is always liable to become out-of-date.

Most of the legal information on this website relates to the laws of England and Wales or the United Kingdom, or European Union law. However, this is not always the case. Do not assume that any particular item of legal information relates to any particular jurisdiction.

For all of these reasons, you must not rely upon any information on this website, and we recommend that you take professional legal advice before embarking upon any course of action (or omitting to take any action) that has or may have legal implications.

### **(2) Exclusion of warranties, representations and guarantees**

We do not warrant, represent or guarantee:

- the accuracy of the information published on this website;
- the completeness of the information published on this website;
- that the information published on this website is up-to-date;
- or the information on the website can be applied to achieve any particular result.

To the maximum extent permitted by applicable law we exclude all representations, warranties and guarantees relating to this website and the use of this website (including, without limitation,

any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

### **(3) Limitations and exclusions of liability**

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses.

We will not be liable to you in respect of any loss of or damage to profits, income, revenue, or anticipated savings.

We will not be liable to you in respect of any loss of use or production.

We will not be liable to you in respect of any loss of management time or office time.

We will not be liable to you in respect of any loss of business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

We will not be liable to you in respect of any losses arising out of any acts or omissions of any hosting services provider, payment services provider or other third party services provider.

You accept that we have an interest in limiting the personal liability of our LLP's members and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual members or employees in respect of any losses you suffer in connection with the website or these terms and conditions. This will not, of course, limit or exclude the liability of the LLP itself for the acts and omissions of our members and employees.

### **(4) Third party content**

You acknowledge that some of the information published on this website is submitted or provided by users, law firm partners and other third parties, and that we do not usually review, approve or take editorial responsibility such information.

You agree to the publication of comments, reviews and/or feedback relating to you, by others, on our website. You acknowledge that such comments, reviews and/or feedback may be critical or defamatory or otherwise unlawful; and you agree that you will not hold us liable in respect of any such comments, reviews and/or feedback, irrespective of whether we are aware or ought to have been aware of such comments, reviews and/or feedback.

## **(5) Website availability**

From time to time the website or features of the website will be unavailable. Such unavailability may be the result of defects in the website software, scheduled or emergency maintenance procedures, or failures of third party service providers.

We do not commit to ensuring that the website will be available at any particular time.

Furthermore, we do not commit to ensure that the website will continue to be published in the future.

## **(6) Interactive features**

Our website includes interactive features that allow users to communicate with us and our partner law firms. You acknowledge that, because of the limited nature of such communication, any legal assistance you may receive using any such facility is likely to be incomplete and may be misleading. Any legal assistance you may receive using any such facility does not constitute legal advice and accordingly should not be relied upon. No solicitor-client or attorney-client relationship shall be created through the use of our website.

## **(7) ContractAlert and other notification services**

The ContractAlert service we provide is primarily intended to highlight changes in the law that may affect the drafting of contracts. However, neither it nor our other notification services are intended to be comprehensive, and they should not be treated as a comprehensive contract news or update services. We may discontinue the ContractAlert in our sole discretion at any time.

## **(8) Our partners**

In addition to protecting SEQ Legal LLP and its members and employees, the limitations of liability in these terms and conditions shall protect the following persons in respect of any claims made by any SEQ Legal LLP customer or any user of this website: (a) any SEQ Legal law firm partner; (b) any supplier of any legal document or documents made available on our website; (c) any supplier of other legal content made available on our website; and (d) any officer, employee, partner or member of any person referred to in sub-paragraphs (a) to (c). For the avoidance of doubt, this Section 8 shall not affect the terms of any solicitor-client or attorney-client relationship expressly agreed and entered into between a website user and any law firm.

## **(B) Terms and conditions of use**

### **(9) Licence to use website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions of use. You must not: (a) republish material from this website (including republication on another website); (b) sell, rent or sub-license material from the website; (c) show any material from the website in public; (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose; (e) edit or otherwise modify any material on the website; or (f) redistribute material from this website, except for content specifically and expressly made available for redistribution (such as our newsletter).

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

You may access our RSS feed by following the instruction on our website. By accessing the our RSS feed you accept these terms and conditions. Subject to your acceptance of these terms and conditions, and notwithstanding the restrictions set out above, we grant to you a non-exclusive non-transferable non-sub-licensable licence to display our RSS feed in unmodified form on any non-commercial website owned and operated by you. It is a condition of this licence that you include a credit for us and hyperlink to our website on each web page where the RSS feed is published (in such form as we may specify from time to time, or if we do not specify any particular form, in a reasonable form). We may revoke this licence at any time, by giving your written notice of revocation.

This Section 9 does not apply to the use our free and premium legal templates. Licences to use the templates are set out below.

#### **(10) Acceptable use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. You must not use our website to transmit or send unsolicited commercial communication. You must not use our website for any purposes related to marketing without our express written consent.

#### **(11) Restricted access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion. If we provide you with or you generate a password to enable you to access restricted areas of our website or other content or services, you must ensure that that password is kept confidential. You must notify us in writing immediately if you become aware of any unauthorised use of your account or password. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure. You must not use any other person's user ID and password to access our website. We may disable your account on the website in our sole discretion without notice or explanation.

#### **(12) User content**

In these terms and conditions of use, "your content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights. You warrant and represent that your content will comply with these terms and conditions. Your content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your content (and its publication on our website) must not: (a) be libellous or maliciously false; (b) be obscene or indecent; (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right; (d) infringe any right

of confidence, right of privacy, or right under data protection legislation; (e) constitute negligent advice or contain any negligent statement; (f) constitute an incitement to commit a crime; (g) be in contempt of any court, or in breach of any court order; (h) be in breach of racial or religious hatred or discrimination legislation; (i) be blasphemous; (j) be in breach of official secrets legislation; (k) be in breach of any contractual obligation owed to any person; (l) depict violence in an explicit, graphic or gratuitous manner; (m) be pornographic or sexually explicit; (n) be untrue, false, inaccurate or misleading; (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; (p) constitute spam; (q) be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or (r) cause annoyance, inconvenience or needless anxiety to any person.

Your content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet. You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

If you become aware of any content on the website that breaches these terms and conditions, please notify us immediately by email or using our website contact form.

### **(13) Third party websites**

Our website includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **(C) Free document licence**

#### **(14) Intellectual property rights**

We own the intellectual property rights in the free legal templates available on this website. Subject to the licence below, all our intellectual property rights are reserved.

#### **(15) Licence to use free templates**

You may view, download, print, copy, adapt, and amend the templates, and you may publish amended versions of the templates as website legal notices, subject to the restrictions below.

You must include a credit for SEQ Legal on all templates and derivatives thereof (in the form specified on the relevant template). In addition, you must include a visible hyperlink to seqlegal.com on any website where a derivative is published. Subject to this, you are free to determine: (i) the context and link text for the hyperlink; and (ii) the page on seqlegal.com to which the hyperlink points.

You must not republish any template in unamended form, or publish derivatives of a template including any footnotes or square brackets appearing in the templates. You have no rights to sell

or distribute the templates or derivatives thereof or to license to others any rights in the templates or derivatives.

You acknowledge that we do not provide any legal advice to you relating to the templates, and consequently that it would be unreasonable to hold us liable in respect of your use of the templates. We do not warrant the templates comprehensiveness or accuracy; nor do we not commit to ensuring that the templates remain available or that they are kept up-to-date. The disclaimers of liability set out in Part A of these terms and conditions apply in full in relation to our free templates.

## **(D) Lawlistic terms and conditions**

### **(16) Memberships**

The terms and conditions in this Part D apply between us, SEQ Legal LLP, and all Lawlistic members, including free members, business members and professional members.

The use of a membership account on our website shall be limited to: (a) members; and (b) in the case of corporate members, officers and employees of the member. Members must ensure that no other persons use, or have access to, their accounts on the website.

A membership shall begin at the time and on the day that we grant the member access to Lawlistic member services, and shall continue until terminated in accordance with this Part D.

We may in our absolute discretion refuse any application for membership.

### **(17) Charges, payments and credits**

The charges shall be as specified on our website from time to time. We may vary the charges in our sole discretion at any time, by posting the varied charges on the website. If the member does not wish to pay charges at the new level, the member's sole remedy is to terminate the membership in accordance with the terms of this Part D. All charges are stated exclusive of VAT, unless the context requires otherwise.

Before a membership commences, the member must pay to us: (a) the applicable sign-up charges; and (b) the first calendar month's (pro-rated) recurring charges. On the first day of each calendar month during the term of the membership, the member must pay to us the applicable recurring charges for that month. Members may also be permitted to purchase top-up credits at any time (see below). Charges must be paid by such method as we may request from time to time.

Professional services are priced in credits on the website.

If specified on the website in relation to the relevant type of membership, the member shall accrue credits during the continuation of the membership in accordance with this paragraph. Upon the commencement of the membership, the amount of monthly credits specified in the membership description shall be awarded to the member, pro-rated to reflect the amount of the recurring charges paid upon sign-up. Upon the payment of the recurring charges thereafter, the full amount of the monthly credits specified in the membership description shall be awarded to the member.

We may vary the charges for the purchase of top-up credits and/or the credit-based pricing of professional services in our sole discretion at any time, by posting the variations on the website. If the member objects to such variations, the member's sole remedy is to terminate the membership in accordance with the terms of this Part D.

Credits may expire at the end of such period following purchase as we may specify on the website from time to time, providing that the minimum period shall be 12 months following purchase.

### **(18) Member services**

We may vary the benefits available to members, and the terms of this Section 18, at any time in our sole discretion.

During the period of membership, a member shall be able to access all such template legal documents as are covered by the membership, subject to the other provisions of these terms and conditions.

Paying members may use our online Q&A system to seek legal guidance. We shall use reasonable endeavours to answer legal questions submitted by members, subject to the following restrictions: (a) we will have no obligation to draft or amend legal document clauses or other provisions; (b) where we do not have sufficient information to answer a question, we will refrain from doing so; (c) questions are subject to limits specified in relation to the relevant membership; (d) we will have no obligation to provide guidance relating to complex points of law or matters outside our expertise; (e) we will have no obligation to provide guidance where we consider that it creates a material risk of liability or potential liability on our part; and (f) guidance may be provided in summary form and may consist of a recommendation to seek legal advice. All guidance given through the Q&A system is subject to the limitations and exclusions of liability set out in Part A.

Professional services shall be subject to the standard SEQ Legal LLP client contract from time to time. We reserve the right to refuse to accept any request for professional services made by the member. If we create and supply to you a legal advice or contract document pursuant to a request for professional services, we grant to you a non-exclusive licence (which you may not sub-license without our written consent): (a) to copy our legal advice documents provided to you in the course of providing the services and to distribute those copies within your organisation; (b) to adapt and copy (and copy adaptations of) contractual documentation provided to you in the course of providing the services; and (c) to adapt, copy and publish (and to copy and publish adaptations of) website legal notices and contracts intended for publication provided to you in the course of providing the services. You must only send us copy documents; we will not be responsible for any loss of or damage to original documents which you send to us. Any file of documents we create in the course of providing services under these terms and conditions will belong to us and, without prejudice to your right to receive services, you have no right of access to any such file.

Members shall also benefit from such other services as are specified on the website from time to time as being available to the relevant class of member.

### **(19) Licence to use templates**

In this Section 20, "Templates" means the legal templates that are available to members via our website; "Derivatives" means adapted versions of Templates that do not include any of the footnotes or editing guidance (indicated by italic text, upper case text and/or square brackets) in the templates; and "Relevant Clients" means arm's-length clients paying for your website design or website development services at a market rate.

We own the intellectual property rights in the Templates. Subject to the licence below, all our intellectual property rights are reserved.

If you are a member and benefit from an "own business" licence, we grant to you a worldwide non-exclusive non-transferable non-sublicenseable licence to make any Permitted Use of any

Template available under your membership; providing that you must not in any circumstances make any Prohibited Use of any such Template.

The "Permitted Uses" are: (a) downloading copies of each Template; (b) storing, viewing and editing Templates and Derivatives on any computer owned or controlled by you; (c) publishing Derivatives on an unlimited number of websites owned and controlled by you; (d) printing an unlimited number of copies of any Derivative.

The "Prohibited Uses" are: (a) the sale, licensing, sub-licensing, renting, leasing or commercial distribution of any late or Derivative in any format; (b) the publishing of any Template (excluding the publication of a Derivative as expressly permitted above); (c) the use of any Template or Derivative in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable; (d) the use of any Template or Derivative to compete with us, whether directly or indirectly; (e) deleting, obscuring or removing, any copyright notices or other proprietary notices placed by us on any Template or Derivative.

If you are a member and benefit from an "own business + clients" licence, then in addition to the rights specified above in relation to "own business" licences, you shall have the right to sub-license to your Relevant Clients the right to make Permitted Uses of Templates and Derivatives, subject always to the prohibition of the Prohibited Uses and the other provisions of these terms and conditions. Sub-licences must be in writing. You may in your sole discretion charge your clients fees in respect of such licences. If you grant any sub-licence to a client, you must notify us using our sub-licence notification form within 30 days of the date of grant of the sub-licence.

If you breach any of these terms and conditions, then your licences under this Section may be terminated by us upon written notice to you. Upon the termination of a licence set out in this section, you will promptly and irrevocably delete from your computer systems and other electronic devices all copies of the Template(s) and Derivative(s) in your possession or control, and will permanently destroy any paper or other copies of the Template(s) and Derivative(s) in your possession or control.

## **(20) Termination of membership**

Memberships may be terminated: (a) by the member at any time giving us written notice of termination; (b) by us giving at least 30 days' written notice to the member; or (c) if the member is insolvent, or fails to pay any applicable charges on the due date, or breaches any provision of these these terms and conditions, or breaches the terms of any other contract between us and the member - by us giving immediate written notice to the member.

Free memberships may be terminated by us giving you written notice of termination at any time, with or without explanation.

If a membership is terminated (for whatever reason and on whatever basis) the member shall not be entitled to any refund of any amounts paid to us before such termination. Nor shall the member be released from liability to pay any amounts that were overdue for payment as at the date of termination. Credits held by the member at the data of termination shall be lost.

For the avoidance of doubt, if a legal template is downloaded by the member during the period of a membership, the licence to use that template shall continue indefinitely beyond the end of the membership period, subject to termination of the licence upon breach in accordance with Section 19 or Section 23.

## **(21) Additional limitations of liability**



The disclaimers of liability set out in Part A of these terms and conditions apply in relation to member services. The limitations of liability set out in this Section 21 are subject to the first paragraph of Section 3.

Our liability to members in respect of any event or series of related events, whether arising in contract, tort (including negligence) or otherwise, will not exceed GBP 100,000.

Our aggregate liability to members, whether arising in contract, tort (including negligence) or otherwise, will not exceed GBP 500,000.

## **(E) General and interpretative provisions**

### **(22) Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **(23) Breaches of these terms and conditions**

Without prejudice to our other rights, if you breach these terms and conditions of use in any way, or if we reasonably suspect that you have breached these terms and conditions of use in any way, we may: (a) send you one or more formal warnings; (b) temporarily suspend your access to the website; (c) permanently prohibit you from accessing the website; (d) block computers using your IP address from accessing the website; (e) contact your internet services provider and request that they block your access to the website; (f) bring court proceedings against you for breach of contract or otherwise; (g) suspend and/or delete your account with the website; and/or (h) delete and/or edit any or all of your content.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

### **(24) Trade marks**

SEQ LEGAL and our logo are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights. The other registered and unregistered trade marks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

### **(25) Competitions**

From time to time we may run competitions, free prize draws and/or other promotions on our website. These will be subject to separate terms and conditions (that we will make available to you as appropriate).

### **(26) Variation**

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website.

### **(27) Assignment**

You hereby agree that we may transfer, sub-contract or otherwise deal with any or all of our rights and/or obligations under these terms and conditions. You may not transfer, sub-contract or

otherwise deal with your rights and/or obligations under these terms and conditions without obtaining our prior written consent.

**(28) Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**(29) Exclusion of third party rights**

The disclaimers, limitations of liability and exclusions of liability set out in Part A and Section 15 of these terms and conditions protect the following persons as they protect SEQ Legal LLP: (a) mpm Legal LLP; and (b) any other third party supplying legal templates for distribution through this website.

Subject to the preceding paragraph, these terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

**(30) Entire agreement**

Subject to the first paragraph of Section 3, these terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

**(31) Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

*T&Cs version 1.6 applicable from 2 May 2013*