



## Essential Legal Services Disclaimer & Website Agreement

This Disclaimer, Terms and Conditions apply to your use of the [www.essentiallegalservices.co.uk](http://www.essentiallegalservices.co.uk) website ('Site') - an online service provided by Essential Legal Services. Please read this in conjunction with Essential Legal Services [privacy notice](#) which forms part of these conditions.

**By using this website you agree to these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, you should not use this website.**

Essential Legal Services may modify this agreement at any time, and such modifications shall be effective immediately upon publishing the modified agreement on the site. You acknowledge and agree that you have not relied upon any representations, statements, agreements or undertakings not set out in these Terms and Conditions.

The current version of these Terms and Conditions supersede any previous version(s).

### 1. Definitions

1.1 'you' and 'your' means the person who intends to use or is using this website.

1.2 'we' 'us' and 'our' means Essential Legal Services, a trading style of Essential Financial Solutions Limited, company registration No. 9357813, owned and operated by Essential Finance Group (UK) Limited, company registration No. 9357808. Registered office: 1st Floor Cloister House, Riverside, New Bailey Street, Manchester M3 5FS. Registered in England and Wales, and any other person or business that we may legally transfer our rights to under these Terms and Conditions.

1.3 'Site' means the Essential Legal Services website [essentiallegalservices.co.uk](http://essentiallegalservices.co.uk)

1.4 'product' or 'service provider' means the supplier or provider of any product promoted on this website or made available via this website.

1.5 'service' or 'services' means the website service of providing information or quotes and an enquiry request facility via the Essential Legal Services website.

1.6 'estimate', 'quote' or 'quotation' means a price provided by us or a product or service provider on the basis of the information you have provided.

1.7 'agreement', 'conditions' or 'terms' means any condition, terms, or all conditions and agreements made in these Terms and Conditions/Disclaimer.

### 2. Use of the Service

2.1 This Site is aimed at UK residents and nothing within it or these Terms and Conditions constitutes an offer or promotion of services or products to persons outside the United Kingdom. We do not make any warranty or representation that the services we offer are available or appropriate for use by those outside the UK. Should you choose to use the services we provide outside the UK, you do so at your own risk, and it is your responsibility to ensure that you are compliant with any applicable local laws.

2.2 You must only use the Site for your personal use or, if a business user, for the purpose of getting a quote or information relating to your purchase of products or services.

2.3 It is your responsibility to ensure that any information you supply to us or enter onto this site is complete and accurate, so please double-check your information before submitting it.

2.4 To provide our service, you will need to answer several questions. These questions are designed to ensure that we and all relevant, product or service providers have the information necessary to provide you with accurate, appropriate and timely information relating to the products and/or services in which

you are enquiring about.

2.5 Therefore you should answer all questions in good faith, truthfully and fully and to the best of your knowledge and belief.

2.6 Essential Legal Services shall be entitled to use any information by you (including personal data) in accordance with these Terms and Conditions and our privacy notice.

2.7 If you choose to use our services beyond use of the Essential Legal Services website; to get a quote, recommendation, advice and/or purchase a product or service through us, you should also read our terms and conditions of business as these will cover any transaction or agreement relating to the provision of our broker services and your purchase through us. You can request these terms and conditions about Essential Legal Services and the service we provide at any time by emailing [enquiries@essentiallegalservices.co.uk](mailto:enquiries@essentiallegalservices.co.uk)

2.8 You should also read carefully the terms and conditions of any purchased product or service provider as they will cover any transaction or agreement between you and the product or service provider.

2.9 Essential Legal Services reserves the right to limit, suspend or terminate your use of the Service or any part of it at any time, for any reason, at its absolute discretion.

### **3. Copyright, licenses and Site content**

3.1 Essential Legal Services may at any time change, alter, replace, amend or remove any part or all parts of the Service at Essential Legal Services absolute discretion.

3.2 The entire contents of the Site, including any trade marks (whether officially registered or unregistered), trade names, brands and logos belong to us, or people who have given us ownership or permission to use such information and/or copyright and as such are protected by international copyright and trademark laws. The owner of the copyrights and trademarks are Essential Legal Services, its affiliates or other third-party licensors. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute, in any manner, the material on the site, including data, text, graphics, code and/or software.

3.3 You may download or copy the content and other downloadable items displayed on this Site for personal non business use only, (i.e. to assist with a purchasing decision), provided that you agree not to change or delete any copyright or proprietary notices from the materials, and you are not otherwise breaching these Terms and Conditions.

3.4 By using this Site, you agree that:

- You will not do anything that affects the integrity or security of this website or causes or may cause harm, damage or unreasonable inconvenience to other users of this website or Essential Legal Services; and
- You will not gather, extract, download, reproduce and/or display or advertise on any other website, other online or off-line service or otherwise, any material on or from this website, including but not limited to information relating to prices, whether that information has been gained by the use of spiders, data mining, trawling or other 'screen scraping' software or system used to extract data.
- If you breach any of the clauses set out at 3.4 above, we may take such action as we deem appropriate, including denying you access to this website, bringing legal proceedings against you and disclosing such information to appropriate legal and/or regulatory bodies.

3.5 You also acknowledge and agree that Essential Legal Services cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible

for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

3.6 You assume total responsibility and risk for your use of the Site and consumption of its content through the internet. We provide the Site and related information "as is" and do not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service, any merchandise information or service provided through the service or on the internet generally, and Essential Legal Services shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the service or on the internet generally. Furthermore, Essential Legal Services does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.

3.7 Essential Legal Services may provide links from the website to other websites. You acknowledge and agree that Essential Legal Services is not responsible for the availability of such sites and does not endorse or have responsibility for such sites or anything which appears on such sites.

#### **4. Limitation of liability**

4.1 Although this Site has been put together carefully, there is the possibility that unintentional omissions or errors may exist. Essential Legal Services will at all times use reasonable endeavours to maintain an uninterrupted and error-free service. However, Essential Legal Services makes no representations or warranties expressly or impliedly that use of the service will be uninterrupted or error-free. Essential Legal Services cannot accept any responsibility for interruption to, or unavailability of service and is not responsible for any errors or omissions. In no event will Essential Legal Services be liable in any way whatsoever, to you or any third party for;

- any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of data, profits, revenue, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service. Even if Essential Legal Services or its authorised representatives have been advised of the possibility of such damages, or
- any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Essential Legal Services makes no representations whatsoever about any other web site which you may access through this one or which may link to this Site. When you access a non-Essential Legal Services website, please understand that it is independent from Essential Legal Services and that Essential Legal Services has no control over the content on that website. In addition, a link to an Essential Legal Services website does not mean that Essential Legal Services endorses or accepts any responsibility for the content, or the use, of such website.

#### **5. Indemnification**

You shall indemnify Essential Legal Services, its officers, directors, employees, agents, licensors, suppliers, product or service providers and any third-party information providers to the Service and keep Essential Legal Services, its officers, directors, employees, agents, licensors, suppliers, product or service providers and any third-party information providers at all times fully indemnified from and

against all actions, proceedings, claims, demands, costs and other liabilities however arising directly or indirectly as a result of any breach or non-performance by you of any of your obligations under these conditions. This is important due to the requirement of good faith that exists when entering into a contract, and the effect that it would have on Essential Legal Services and its officers, directors, employees, agents, licensors, suppliers, product or service providers and any third-party information providers to the Service if you provide any incorrect information.

## **6. Third Party Rights**

The provisions of paragraphs 2 (Use of the Service), and 5 (Indemnification) are for the benefit of Essential Legal Services and its officers, directors, employees, agents, licensors, suppliers, product or service providers and any third-party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

## **7. Term; Termination**

This agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 2 (Use of the Service), 3 (Copyright, licenses and Site Content), 5 (Indemnification), 6 (Third Party Rights) and 8 (Miscellaneous) shall survive any termination of this Agreement.

## **8. Miscellaneous**

8.1 The validity, construction and performance of these Conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the Courts of the United Kingdom.

8.2 You agree that any legal action or proceeding between Essential Legal Services and you for any purpose concerning this agreement and its conditions or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in the United Kingdom. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

8.3 You acknowledge that Essential Legal Services failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Essential Legal Services may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

8.4 If any part, term or provision of these Conditions, not being of a fundamental nature, shall be held to be illegal or unenforceable, the validity or enforceability of the remainder of these Conditions shall not be affected.

8.5 The waiver of any breach of any provisions of these Conditions shall not be construed as a waiver of any subsequent breach of a Condition, nor shall any delay or omission on the part of either party to exercise any right under these Conditions operate as a waiver of any breach or default by the other party.

8.6 Any notice required to be served by these Conditions shall be sent by email to Essential Legal Services given [email address](#), or your email address provided to Essential Legal Services.