

# WEBSITE TERMS AND CONDITIONS OF USE (“TERMS OF USE”)



## IMPORTANT LEGAL NOTICE

**ATTENTION:** These Terms of Use, together with our Privacy Policy and any documents or terms referred to in it) apply to the entire contents of this Site and to any correspondence by e-mail between us and you. Please read these Terms of Use carefully before using this Site.

**Using this Site indicates that you accept these Terms of Use in full regardless of whether or not you choose to register with the Site. If you do not accept these Terms of Use, do not use this Site.**

**This notice is issued by Qdos Broker And Underwriting Services Limited.**

## 1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Use, the following words and expressions have the following meanings unless inconsistent with the context:

“Commercial Gain”	includes: (i) using our Site as part of advertising which may result in revenue generation or personal gain; (ii) using our Site in connection with the sale of goods or services to a third party; and (iii) commercially exploiting our Site, including by copying, reproducing, distributing, publishing, transferring, licensing, selling or duplicating all or any element of our Site;
“Site”	<a href="http://www.qdoscontractor.com/">http://www.qdoscontractor.com/;</a>
“we”, “us” or “our”	Qdos Broker and Underwriting Services Limited a company registered in England and Wales with company number 06012716 whose registered office is at Unit D, Troon Way Business Centre, Thurmaston, Leicestershire LE4 9HA and who may be contacted on <a href="mailto:freelancer@qdoscontractor.com">freelancer@qdoscontractor.com</a> ; and
“you”, “your”	an individual, company, or firm accessing our Site.

- 1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time, and any subordinate legislation made from time to time under the relevant statute or statutory provision.
- 1.3 References to “persons” include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).
- 1.4 Use of any gender includes the other genders.
- 1.5 Words in the singular include the plural and words in the plural include the singular.
- 1.6 Any reference to “writing” or any cognate expression includes communications by post and email but not facsimile or text messages.
- 1.7 The headings to Conditions do not affect the interpretation of these Conditions.
- 1.8 Any phrase introduced by the term “include”, “including”, “in particular” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

## **2 INTRODUCTION**

- 2.1 You may access most areas of our Site without registering your details with us. However, certain areas of our Site may only be open to you if you register.
- 2.2 We may revise these Terms of Use at any time and any such changes will automatically be binding on you. You should review our Terms of Use from time to time ensure that you are aware of any changes to our Terms of Use. Certain provisions of these Terms of Use may be superseded or supplemented by specific legal notices or terms located on particular pages of our Site.
- 2.3 You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and our Privacy Policy and that they comply with them.
- 2.4 Unless specified otherwise, the materials on this Site are directed solely at those who access the Site from within the United Kingdom. We make no representation that any products or services referred to on this Site are appropriate for use, or available, in other locations or languages. If you choose to access our Site from locations outside the United Kingdom, you are responsible for ensuring compliance with local laws if and to the extent that they are applicable.

## **3 LICENSE**

- 3.1 Subject always to Condition 3.3 and 3.5, you are permitted to print and download extracts from this Site for your own personal use on the following basis:
  - 3.1.1 no documents or related graphics on this Site are modified in any way;
  - 3.1.2 no graphics on this Site are used separately from accompanying text; and
  - 3.1.3 our copyright and trade mark notices and this permission notice must appear in all copies.
- 3.2 Unless otherwise stated, the copyright and any other intellectual property rights in or to all material on this Site (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these Terms of Use, any use of extracts from our Site, other than in accordance with Condition 3.1, for any purpose is prohibited. If you breach any provision of these Terms of Use, your permission to use this Site will automatically terminate and you must immediately destroy any downloaded or printed extracts from our Site.
- 3.3 No part of this Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 3.4 Any rights not expressly granted in these Terms of Use are reserved by us.
- 3.5 You must not use this Site for Commercial Gain.

## **4 USAGE TERMS**

- 4.1 You must use this Site in the manner and for the purposes we intend (as communicated by any specific legal notices or terms located on particular pages of our Site) ("Intended Purposes"). We reserve the right to vary the Intended Purposes at any time by making changes to such legal notices or terms.
- 4.2 Without prejudice to Condition 4.1, you must not use this Site in any way which is unlawful, offensive, defamatory or discriminatory or which is intended to deceive other users or promote any illegal activity.
- 4.3 Passwords, PIN codes or any other form of access code should be treated as confidential and not shared with any other person.
- 4.4 If you suspect your password has been discovered by a third party you should make use of the password reset function at <https://www.qdoscontractor.com/login-register> as soon as possible.

- 4.5 Other than information that can be used to identify you (which is covered in our Privacy Policy), any material or articles you transmit or post to our Site shall be considered non-confidential and non-proprietary. We shall have no obligations in relation to such material or articles and we and our employees, agents and sub-contractors shall be free to copy, disclose, distribute, incorporate and otherwise use such material and articles and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.6 You are prohibited from posting or transmitting to or from our Site any material: that is in any way:
- 4.6.1 threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory or blasphemous, or which would or may breach any obligation of confidence or cause annoyance or inconvenience;
  - 4.6.2 in respect of which you have not obtained any necessary licences and/or approvals;
  - 4.6.3 which constitutes or encourages conduct that would be considered a criminal offence or otherwise contrary to the law in the United Kingdom or any other country in the world or which would infringe the rights of any third party or give rise to civil liability anywhere in the world;
  - 4.6.4 which may cause damage to our software or systems (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
  - 4.6.5 that breaches any local, national or international law or regulations; or
  - 4.6.6 that is unlawful or fraudulent, or has any unlawful or fraudulent purpose; or
  - 4.6.7 for the purpose of harming or attempting to harm minors in any way
- and you agree to indemnify us against any loss or damage that may be suffered as a result of the same.
- 4.7 You are prohibited from:
- 4.7.1 using the Site to transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  - 4.7.2 carrying out any hacking or similar activity in relation to the Site; and
  - 4.7.3 using the Site in any way which is unlawful, offensive, defamatory or discriminatory or which is intended to deceive other users or promote any illegal activity
- and you agree to indemnify us against any loss or damage that may be suffered by us as a result of any such use.
- 4.8 You agree that you will not:
- 4.8.1 use any robot, spider, scraper or other automated means to access this Site for any purpose without our express written permission;
  - 4.8.2 take any action that imposes or may in our opinion (which shall be final) an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of this Site or any activities conducted on this Site;
  - 4.8.3 bypass any measures we may use to prevent or restrict access to this Site; or
  - 4.8.4 extract or re-utilise substantial parts of this Site or make systematic and repeated extractions or re-utilisations of insubstantial parts of this Site.
- 4.9 You acknowledge that our website may contain third party materials ("Third Party Content"). You may not copy, reproduce, modify, create derivative works from, distribute or publicly display any Third Party Content from this Site without the prior written permission of us and the appropriate third party.

- 4.10 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting or transmitting any material to or from the Site or using the Site in breach of Conditions 4.6, 4.7, 4.8 and 4.9.

## **5 AVAILABILITY**

- 5.1 Whilst we endeavour to ensure that our Site is normally available 24 hours a day, we do not guarantee such availability and shall have no liability to you if for any reason the Site is unavailable at any time or for any period.
- 5.2 Without prejudice to Condition 5.1, access to our Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **6 LINKS TO AND FROM OTHER WEBSITES**

- 6.1 Any links to third party websites on our Site are provided solely for your convenience. If you use any links, you leave our Site. We may not have reviewed any such third party websites and will not have any control over or be responsible for such websites or their content or availability. We do not endorse or make any representations about any such third party websites, or any material found that may be found on any such third party websites. If you decide to access any third party websites using links on this Site, you do so entirely at your own risk.
- 6.2 You may link to the home page of our Site with our prior written permission so long as you do so in a manner which is fair and legal, and which does not take advantage of or cause any damage to our reputation. We reserve the right to withdraw such permission at any time by giving you notice.
- 6.3 Your rights under Condition 6.2 are limited to linking to our home page and you are prohibited from linking to any other page. Any such link must make it clear that the Site and its content are distinct from the website containing the link.
- 6.4 Our Site must not be framed on any other website.

## **7 INFORMATION CONTAINED ON THE SITE**

- 7.1 Whilst we endeavour to ensure that the information on this Site is correct, we do not warrant the accuracy or completeness of any of the material on this Site.
- 7.2 We may make changes to the material on or described in this Site at any time without notice.
- 7.3 The material on this Site may be out of date, and we make no commitment to update such material.
- 7.4 The material on this Site is provided "as is" and, to the maximum extent permitted by law, we hereby exclude any conditions, warranties, representations or guarantees which, but for this Condition 7.4, would be implied in relation to this Site (including without limitation, any conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).
- 7.5 All information which is contained in the blog or news section of this Site does not represent our views but those of the named author only.

## **8 LIABILITY**

- 8.1 Without prejudice to any other limitations or exclusions on our liability set out in these Terms of Use, to the fullest extent permitted by law, we hereby excluding all liability to you for any loss, damage, costs or expenses of whatsoever nature incurred by you in connection with your use of the Site (whether such loss, damage, costs or expenses arise as a result of any tort (including negligence), breach of contract, breach of statutory duty or otherwise). For the purposes of this Condition 8.1, your "use" of the Site shall include any inability by you to use or access the Site or any search results (for any reason), your use of any websites linked to this Site or the material on such websites, damage resulting from any viruses on the Site or the material on such websites, damage resulting from any viruses on the Site or any linked third party website that infect your computer equipment,

software or other property and/or your downloading or any material from this Site or any websites linked to this Site.

- 8.2 Nothing in these Terms of Use shall exclude or limit our liability for:
- 8.2.1 death or personal injury caused by our negligence; or
  - 8.2.2 fraudulent misrepresentation; or
  - 8.2.3 any liability which cannot be excluded or limited under applicable law, including without limitation all relevant consumer law and any relevant regulatory requirements of the Financial Conduct Authority and the Insurance: Conduct of Business rules.
- 8.3 If your use of material on this Site results in the need for servicing, repair or correction of equipment, software or data, you will be liable for all costs incurred in connection with such servicing, repair or correction.

## **9 GOVERNING LAW AND JURISDICTION**

- 9.1 These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the laws of England and Wales.
- 9.2 The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction over any any dispute or claim that arises out of or in connection with these Terms of Use or their subject matter.