

# Website terms and conditions

# www.sixclerks.com

Six Clerks Insurance Services Limited ("Six Clerks").

By accessing this website you agree to be bound by the terms and conditions noted below:

# 1. For information purposes only

- 1.1 Six Clerks Insurance Services Limited (also referred to as "we", "us" or "our") is incorporated and registered in England & Wales with registered number 08517341. Our registered address is 70 Mark Lane, London, EC3R 7NQ.
- 1.2 The information contained within this website ("the Site") is issued by Six Clerks Insurance Services Limited. Six Clerks is a limited company registered in England and Wales under company number 8517341 and has its registered office at 70 Mark Lane, London, EC3R 7NQ. Six Clerks is an appointed representative of Miller Insurance Services LLP, which is authorised and regulated by the Financial Conduct Authority. Please contact Six Clerks by email at: <u>pi.enquiries@sixclerks.com.</u>
- 1.3 All information and opinions expressed herein are subject to change without notice.

# 2. Accessing the Site

- 2.1 Access to the Site is permitted on a temporary basis, and Six Clerks reserve the right to withdraw or amend the service without notice (see below). Six Clerks will not be liable if for any reason the Site is unavailable at any time or for any period.
- 2.2 From time to time, Six Clerks may restrict access to some parts of the Site, or the entire Site, to users who have registered with us, if applicable.
- 2.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of the security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Six Clerks have the right to disable any user identification code or password, whether chosen by you or allocated by Six Clerks if you have failed to comply with any of the provisions of these terms and conditions. When using the Site, you agree:
  - a) not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of these terms and conditions;
  - b) not to access or use the Site in any way that breaches any applicable local, national or international law or regulation;
  - c) not to access or use the Site in any way be unlawful, libellous, defamatory, threatening, malicious, abusive, pornographic, obscene or embarrassing to any person;
  - not to access without authority, interfere with, damage or disrupt any part of the Site, any equipment or network on which the Site is stored, any software used in the provision of the Site or any equipment or network or software owned or used by any third party;
  - e) not to use the Site in any way which infringes or may reasonably infringe on any other person's copyright, trade mark, trade secret, know how or any other intellectual property rights.

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- 2.4 You agree, at all times, to indemnify and hold harmless Six Clerks and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from or in connection with a breach of these terms and conditions.
- 2.5 You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them.

# 3. Products and Services

3.1 If you apply for any product or service detailed on the site, these terms and conditions should be read in conjunction with any additional terms and conditions relating to that product or service and, in the event of any contradiction between these terms and conditions and the specific product of service terms and conditions, the latter shall prevail. The information and descriptions on the site do not necessarily represent complete descriptions of all terms, conditions and exclusions and the precise cover provided shall be included in the insurance documents issued to you.

#### 4. Quotations and premiums

- 4.1 The quotations provided on this site are intended as an indication only of the likely premium based on the information you provide and are not binding quotations. If you decide you want to purchase insurance cover, then you will be required to confirm the information you have provided. If you fail to disclose any relevant information, or provide any inaccurate information, this may invalidate your insurance cover. If you provide us with information about other people, then it is your responsibility to check that the information you provide is accurate and that the other people to whom the information relates have fully and effectively given you consent to give their personal information to Six Clerks.
- 4.2 You are not insured until you receive confirmation of insurance cover from Six Clerks.

#### 5. No reliance

5.1 While Six Clerks has endeavoured to ensure the accuracy of the information accessed by the Site, Six Clerks does not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the Site.

#### 6. No warranty

- 6.1 The materials on the Site are provided "as is" without warranty of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law, including and not limited to implied warranties of merchantability, satisfactory quality or fitness for a particular purpose.
- 6.2 Six Clerks further accepts no responsibility or liability for, and makes no warranties that, functions contained at the Site will not be interrupted or error free or that defects of any nature will be corrected.
- 6.3 In no event will Six Clerks, or any of its affiliates, be liable to you for any direct, special, indirect, consequential, incidental or any other damages of any kind whatsoever even if Six Clerks or any such affiliate has been advised of the possibility thereof.

#### 7. Copyright

7.1 All proprietary rights in the information on the Site shall remain the property of Six Clerks. Reproduction, redistribution and transmission of any information contained in the Site is strictly prohibited. Downloading any material from the Site is permissible provided that only one hard copy is made and that this copy includes any copyright or other notices or legends contained in any such information. You acknowledge that damages may not be an adequate remedy for any infringement

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of our proprietary rights and that we shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by you and that no proof of special damages shall be necessary for the enforcement of these rights.

- 7.2 Six Clerks expressly prohibits linking by other Sites to any part of this Site other than the home page (so called 'deep-linking') or where Six Clerks has otherwise expressly given permission.
- 7.3 You may not delete or alter in any way any copyright, trade mark, intellectual property or other legal notices from any part of the Site.

#### 8. Links to the Site

8.1 Websites or pages, which are linked to the Site, are for information only and have not been reviewed by Six Clerks. Six Clerks has no responsibility for the authors or the content of other websites or pages linked or linking to the Site, and Six Clerks accepts no responsibility or liability for any losses or penalties whatsoever that may be incurred as a result of any linking to any location or any link sites.

#### 9. Indemnity

9.1 You undertake to indemnify and keep indemnified Six Clerks and its companies from and against all actions, proceedings, claims, demands, costs, awards and damages howsoever arising directly or indirectly as a result of any material sent to or taken from the Site by you or as a result of any breach of any of the terms of these conditions.

#### 10. Exclusive jurisdiction

10.1 These terms and conditions are governed by and are to be construed in accordance with English law and both Six Clerks and the user irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any and all disputes or claims whatsoever which may arise from use of the Site.

# 11. Privacy policy

- 11.1 This privacy policy covers Six Clerks' treatment of personally identifiable information that Six Clerks may collect when you are on the Site and when you receive Six Clerks' services. This policy does not apply to the practice of companies that Six Clerks do not own or control or to people that Six Clerks do not employ or manage.
- 11.2 Six Clerks respects the privacy of all users of this Site. Six Clerks collect information about you in order to deliver the services and for other reasons. In doing so, Six Clerks take privacy and obligations under the data protection legislation very seriously. In order to comply with the relevant legal obligations and applicable regulatory requirements, Six Clerks must obtain your consent to the use of your personal information. Please therefore ensure that you read the following statements carefully. Please note that registration on the Site, requests to receive further information from Six Clerks or an application for a job vacancy will be taken as consent to certain uses of your information.
  - Six Clerks do not collect statistical information regarding use of the Site to pass on to third parties.
  - Six Clerks do use 'cookies'. These are small pieces of data inserted onto your hard disk by the browser. They cannot be used to obtain other information from the hard disk. They allow Six Clerks to give you a more streamlined access to the Site.
  - Your personal information will only be given out by Six Clerks if you agree to have the information released to a specific company. Six Clerks do not allow other companies or individuals who are not employees to search the details of the database in any form. Six



Clerks will not sell, distribute or otherwise make available your personal information without your express written consent (by letter/fax/email).

- Six Clerks have put in place a high level of security to protect your information on Six Clerks' systems consistent with the Data Protection Act 1998.
- By registering with your details on the Site, you consent to the collection and use of your information by Six Clerks in the ways outlined above. If having given your consent to the use of your data, you subsequently change your mind, you can stop all, or particular uses of your data by sending an email.
- The Site may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Six Clerks of the contents of such websites. Six Clerks is not responsible for the content of linked third party websites and does not make any representations regarding the content or accuracy of the materials on such websites. If you decide to access linked third party websites, you do so at your own risk.