

# Fowler Penfold Property Members Area **Terms & Conditions**

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[www.fpib.co.uk](http://www.fpib.co.uk)



## **1) Introduction**

This documents the terms & conditions of your use of our website and in using our website, you accept this document in full. If you disagree with any part of this document, you must not use our website.

## **2) Parties to the Agreement:**

- a) We, us, our means Fowler Penfold Insurance Services Ltd T/A Fowler Penfold Property
- b) You are a Property Managing Agent, authorised by this agreement to use our Agents Website.

## **3) Intellectual property rights**

Unless otherwise stated, we 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.

## **4) Licence to use website**

In being licensed to use our website, you will be provided with a user name and password, which is for your exclusive use and may not be provided to anyone outside of your organisation. Should you have any reason to believe that the username &/or password is known to anyone else, you must inform us right away.

This licence allows you to:

- a) View your existing client policy records
- b) Apply for changes to your existing client records
- c) Apply for new policies on behalf of your clients

Any new policies or amendments to existing records will not be effective until email or written confirmation of these has been sent by us and you cannot assume that a notified policy or change has been arranged until this confirmation has been received by you.

You must not:

- a) Republish material from this website (including republication on another website)
- b) Sell, rent or otherwise sub-license material from the website
- c) Show any material from the website in public
- d) Reproduce duplicate, copy, redistribute or otherwise exploit material on our website for a commercial purpose
- e) Edit or otherwise modify any material on the website

## **5) Limitation and exclusion of warranties and liability**

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions 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).

Nothing in this document will:

- a) Limit or exclude our or your liability for negligence, fraud or fraudulent misrepresentation
- b) Limit any of our or your liabilities in any way that is not permitted under applicable law
- c) 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 this document: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the document or in relation to the subject matter of this document, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control, or in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, 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, or of any special, indirect or consequential loss or damage.

## **6) Variation**

We may revise this document from time-to-time. The revised document will apply to the use of our website from the date of the publication of the revised document on our website. Please check this page regularly to ensure you are familiar with the current version.

## **7) Entire agreement**

This document constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

## **8) Law and jurisdiction**

This document will be governed by and construed in accordance with English law, and any disputes relating to this document will be subject to the jurisdiction of the courts of England and Wales.

## **9) Registrations and authorisations**

Fowler Penfold Insurance Brokers Ltd is an Appointed Representative of A-One Insurance Services (Bmth) Ltd, which is Authorised and Regulated by the Financial Services Authority.

## **10) Legal Details**

In using our website, you agree to the terms and conditions contained herein.