

# Law on the Web Terms and Conditions of Supply

## Our Terms

### 1. These terms

- 1.1 **These are the terms and conditions on which we supply Legal Documents** (as defined below) in digital form to you.
- 1.2 **Please read these terms carefully** before you purchase your Legal Documents from us. These terms tell you who we are, how we will provide Legal Documents to you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. Information about us and how to contact us

- 2.1 **We are Everything Legal Limited** trading under “**Law On The Web**” a company registered in England and Wales with registered office at South Quay, Temple Back, Bristol, BS1 6FL (number 06205456) (“We”, “we”, “Us”, “us”, “Our”, “our”)
- 2.2 **You can contact us by** telephoning our customer service team at the telephone number shown in our website or by writing to us as per indicated in our Contact Us page. Be aware that we **will not** be able to answer any legal enquiries including queries relating to the content and use of the Legal Documents.
- 2.3 **If we have to contact you** we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

### 3. Definitions

- 3.1 **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 3.2 **“Consumer”** means individuals purchasing Legal Documents wholly or mainly outside the person’s business, trade and profession.
- 3.3 **“Business”** means individuals, partnerships or companies purchasing Legal Documents wholly or mainly for the purpose of a business, trade or profession.
- 3.4 **“Legal Documents”** means legal template letters, contracts, deeds, forms, claims and other documents for use by you, supplied by us in accordance with these terms.

### 4. Our contract with you

- 4.1 **Our contract with you.** Our acceptance of your order will take place when you pay the fee via our website, at which point a contract will come into existence between you and us.

4.2 **You may contract as a Consumer or a Business.** You may purchase a Legal Document as a Consumer or as a Business (“You”, “you”, “Your” or “your”), and in either case we will grant you a non-exclusive and non-transferable licence to:

- a) view the Legal Document wording;
- b) print the Legal Document generated from this website, including any description of the Legal Document and of its functionality;
- c) save the Legal Document wording in electronic form; and
- d) use the Legal Document for your own personal or professional purposes.

4.3 You acknowledge that our Legal Documents are protected by intellectual property rights owned by us at all times. The licence conferred by clause 4.2 is not transferable and you shall use the wording for your personal or professional use, and strictly in accordance and for the purpose stated in these terms.

## 5. Our products

5.1 **Legal Documents:** All Legal Documents which are offered for download on this website are offered on the following terms, which you are deemed to accept when you view, access, download or otherwise make use of any aforementioned Legal Document:

- a) The Legal Documents provided at this website are suitable for use in England and Wales only, (unless otherwise specifically stated in the description of the Legal Document);
- b) Legal Documents and its description contained in this website are to guide you in the creation of legal documents, and do not constitute legal, financial, tax or other professional advice;
- c) Legal Documents are generic and require a certain degree of customisation in order to cover your specific circumstances. Any legal document executed without specialist legal advice is done entirely at your own risk and you accept full responsibility should it prove to be unsuitable for your circumstances;
- d) Legal Documents have a description which indicates circumstances for which this legal template may be used. We are not responsible for unsuitable application of the description to the real facts.
- e) Although we endeavour to have the Legal Documents reviewed regularly by our qualified legal advisers, we cannot guarantee that the Legal Document will be completely up to date, complete and accurate at all times;
- f) You are warned that any alteration or editing of a template legal document may alter or negate its legal effect; and
- g) We warrant that we have the right to license the Legal Documents to you for use in accordance with these terms and conditions.

5.2 **Free information:** For avoidance of doubt, any free documents contained in this website are for general information only, and are used or relied upon entirely at your own risk.

5.3 All Court and Government Forms hosted on this website are Crown Copyright. They are hosted for reference and for download free of charge:

- a) under the terms of the copyright waiver on government forms as set out in the 1999 White Paper “Future Management of Crown Copyright” and as advised by the Office of Public Sector Information; or
- b) with the permission of the relevant government agency or officer; and
- c) we cannot guarantee they are the latest versions.

## 6. Providing the products

- 6.1 **Available Legal Documents upon payment.** We will make the digital content available for download by you as soon as we receive the request and full payment from you.
- 6.2 **We are not responsible for delays outside our control.** If our supply of the Legal Documents is delayed by an event outside our control then we will take steps to minimise the effect of the delay. If there is a risk of substantial delay you may contact us to receive a refund for any Legal Documents you have paid for but not received.
- 6.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Legal Documents to you. If you do not give us this information at the time of purchase, or if you give us incomplete or incorrect information, we shall not be able to supply Legal Documents.
- 6.4 **Reasons we may suspend the supply of Legal Documents.** We may have to suspend the supply of a Legal Document to:
- a) deal with technical problems or make minor technical changes; or
  - b) update the Legal Document to reflect changes in relevant laws and regulatory requirements.
- 6.5 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of receiving Legal Documents after you have paid for them and your download has started.

## 7. If there is a problem with the legal document

- 7.1 **How to tell us about problems.** If you have any questions or concerns about the Legal Document, please contact us. You can telephone our customer service team or email us. Please read our ["Making a Complaint"](#) guidance for more information.
- 7.2 **Your legal rights as a Consumer.** We are under a legal duty to supply Legal Documents that are in conformity with this contract. If you are a Consumer, we must comply with the statutory warranties stated in the Consumer Rights Act 2015.

## 8. Price and payment

- 8.1 **Where to find the price for the Legal Document.** The price of the Legal Document (which includes VAT) will be the price indicated on the product information web pages.
- 8.2 **When you must pay and how you must pay.** You must pay for the Legal Documents before you download them.

## 9. Our responsibility for loss or damage suffered by you

- 9.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or

if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 9.2 **We are not liable for business losses.** If you use the Legal Documents for the benefit of your Business, we shall not be liable, whether in tort or contract, for any loss of profit, loss of sales, loss of business or loss of revenue, loss of business interruption, loss of business opportunity, loss of data, loss of goodwill or for any indirect or consequential loss arising in connection with the supply of Legal Documents. Subject to this, our total liability to you in respect of any losses arising in connection with our supply of Legal Documents, whether in contract or tort, shall not exceed 125% of the price of the purchased Legal Document.
- 9.3 **Nothing in these terms will exclude or restrict** liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or products in breach of warranties stipulated under Consumer Rights Act 2015, or any other liability that cannot be excluded or limited by English law.

## 10. How we may use your personal information

- 10.1 **How we will use your personal information.** We will use the personal information you provide to us:
- a) to supply the products to you;
  - b) to process your payment for the products; and
  - c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- 10.2 **We will only give your personal information to third parties to the extent and for the purposes you may have expressly accepted and where the law either requires or allows us to do so.**

## 11. Other important terms

- 11.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 11.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 11.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms,

or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 11.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.