

11FS
WEBSITE TERMS AND CONDITIONS
(INCLUDING COOKIES POLICY)

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- 2.1. Access to our site is permitted on a temporary basis and we reserve the right to withdraw or amend the information we provide on our site, without notice at any time. We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us without notice at any time. We may suspend your access to our site generally at any time without notice to allow for repairs, maintenance, updates, upgrades or loading of any new content or functionality, or otherwise.
- 2.2. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your Internet connection, computers or other devices are aware of these terms and conditions and that they comply with them.

3. COOKIES

- 3.1. Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

3.2. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

3.3. We use the following cookies:

3.3.1. **Strictly necessary cookies.** These are cookies that are required for the operation of our site. They include, for example, cookies that enable you to log into secure areas of our site.

3.3.2. **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our site when they are using it. This helps us to improve the way our site works, for example, by ensuring that users are finding what they are looking for easily.

3.3.3. **Functionality cookies.** These are used to recognise you when you return to our site. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

3.4. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical or performance cookies or targeting cookies.

3.5. You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

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- 4.5. If you use any part of our site in breach of these terms and conditions, your right to use our site will cease immediately.
- 4.6. You must, at our option, return or destroy any copies of the site's content you have made.

5. CONTENT

- 5.1. Commentary and other materials posted on our site are not intended to amount to advice on which you should rely. In accessing our site, no client, advisory, fiduciary or professional relationship is implied or established with you and neither we nor any other person is, in connection with the site, engaged in rendering auditing, accounting, tax, legal, advisory, consulting or other professional services or advice via the site.
- 5.2. We therefore bear no liability or responsibility arising from any reliance placed on such materials by any visitor to our site or by anyone who may be informed of any of its contents.
- 5.3. Any of the material on our site may be out of date or inaccurate at any given time and we are under no obligation to update or correct such material. We aim to update our site regularly and may change the content at any time. We may suspend access to our site or close it indefinitely without notice.

6. USER CONTENT

- 6.1. Users of our site may post comments and other content and submit suggestions, ideas, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of an e-mail or other content. We reserve the right (but are not under any obligation) to remove or edit such content.
- 6.2. These content standards apply to any and all material which you contribute to our site ("contributions") and to any interactive services associated with it. The standards apply to each part of any contribution as well as to its whole.
- 6.3. Contributions must:
 - 6.3.1. be accurate (where they state facts);
 - 6.3.2. be genuinely held (where they state opinions); and
 - 6.3.3. comply with applicable law in the UK and in any country from which they are posted.
- 6.4. If you post content or submit material, and unless we indicate otherwise, you grant (a) a non-exclusive, royalty-free and fully sub-licensable and transferable licence to us to use, reproduce, modify, adapt, publish, translate, create derivative works from,

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8. INFORMATION ABOUT YOU

- 8.1. We process, store, handle etc., information about you in accordance with our separate Privacy Policy, which is available via our site.

9. VIRUSES, HACKING AND OTHER OFFENCES

- 9.1. You must not misuse our site by knowingly, negligently or recklessly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt, or help others to attempt, to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack or help others to attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 9.2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 9.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

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14. SEVERABILITY AND WAIVER

14.1. If any of these terms and conditions are deemed invalid, void or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

14.2. If you breach these terms and conditions and we take no action, we shall still be entitled to use our rights and remedies in any other situation where you breach these terms and conditions.

15. GOVERNING LAW AND JURISDICTION

15.1. These terms and conditions are governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.