

## Disclaimer

The Stilwell Partnership (“we”, “the company”) is the service provider on this website.

You must read our terms & conditions before using our website or its services.

The Stilwell Partnership cannot and does not warrant the completeness or accuracy of the results of its design tools, simulations or other content found on our site, or its usefulness for any particular purpose.

The Stilwell Partnership, its owners, its contributors and others associated with the website do not accept liability for losses or other negative events that may be incurred as a result of using these results, data and information for any purpose whatsoever.

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The Stilwell Partnership shall not be liable for any direct, indirect, incidental or any other type of loss or injury resulting from your use, or downloading of any content on our site under any circumstances. This includes, but is not limited to, loss or injury caused in whole or in part by our negligence or by contingencies beyond our control in creating or delivering any portion of this website.

## Terms and Conditions

### Definitions

In these Terms & Conditions the following words shall have the following meanings unless otherwise expressly stated:

“Our Email Address” means [info@stilwell-co.uk](mailto:info@stilwell-co.uk)

“Registration Form” means any of the customer registration forms on our Website;

“we” means The Stilwell Partnership (‘us’ and ‘our’ will be construed accordingly);

“Website” means our website with its homepage at [www.stilwell-co.uk](http://www.stilwell-co.uk)

The following text outlines the terms & conditions of service. Please read this document carefully before you subscribe to The Stilwell Partnership or use any other service that is made available on this website.

### Registration

By registering you confirm that the contact details which you have provided in the Registration Form are complete and accurate.

You agree to our privacy policy.

By using our service, you are agreeing to be bound by all of these terms and conditions. We may change or update these terms at any time without prior notice. Your continued use of The Stilwell Partnership means that you accept any new or modified terms. Please note that if you use or subscribe to our products and services you may be subject to additional terms and conditions..

### Copyright

Except as expressly provided in this Agreement, all of the content on this site is the property of The Stilwell Partnership and is protected by UK and international copyright laws. "Content" means any information, mode of expression, or other material and services found on the Website. Our content is intended for individual, personal use only. Accordingly, you may make one copy of our content for your personal, non-commercial use, provide that any material copied remains intact and includes the following notice:

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Any other copying, distribution, storing or transmission of any kind, or any sort of commercial use of our content is strictly prohibited without our prior written permission.

You understand that you may not re-sell nor make available to any third party the whole or any part of the information or services which we provide to you.

We retain ownership of all copyright and other intellectual property rights in the outputs from our design tools.

You must not remove or obscure the Stilwell Partnership logos, or make any alterations to any documents or printouts provided by The Stilwell Partnership. Furthermore, any such documents must be accompanied by a copy of these terms and conditions.

### Limitation of liability

Nothing in these Terms & Conditions shall restrict or exclude our liability for death or personal injury resulting from our negligence. Nothing in these Terms & Conditions shall restrict or exclude our liability for fraud. We also do not exclude or limit any liability which may not be lawfully excluded or limited. Furthermore, nothing in these Terms and Conditions affect your statutory rights.

We shall not be liable to you for consequential, special or indirect losses, or the following losses whether direct or indirect: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses) whether arising under contract, tort (including without limitation, negligence), or otherwise.

Subject to the previous two paragraphs, our aggregate liability for all claims arising under or in connection with these Terms & Conditions (whether arising under contract, tort (including without limitation negligence) or otherwise) shall be limited to the sum of the Charges paid by you to us.

Your payments have been calculated on the basis that we will exclude and limit our liability as set out in these Terms & Conditions, and you agree that such limitations and exclusions of liability are reasonable.

## Indemnities

You agree to indemnify, defend, and hold harmless The Stilwell Partnership, its affiliates, directors, officers and employees from and against any claim, liability, cost, damage or loss we may incur (including, without limitation, attorneys' fees) as a result of any violation by you of your obligations under these terms and conditions.

## Nature of services and information provided

You must read, understand and accept our disclaimer before subscribing to The Stilwell Partnership.

You should not use our results as the sole basis for making any purchase, and should always get a detailed survey and quotation from a specialist who actually visits your site before committing to any purchase.

The information which we provide is by way of preliminary guidance only to your situation. We do not provide any assurance that any particular savings may be achievable as they may be influenced by factors beyond our control or knowledge.

**If you require more specialist advice then you must engage us on professional terms or employ your own third party consultant.**

The Stilwell Partnership may change prices or products at any time, without prior notice.

The Stilwell Partnership will not store the results of calculations.

The Stilwell Partnership will not evaluate the results of the simulations.

## Entire Agreement

These Terms and Conditions and the content on our Website contain the entire agreement between you and us with respect to the subject matter of the Terms & Conditions and shall supersede all other written or oral communications between you and us. The express terms and conditions in these Terms & Conditions are in lieu of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by common law, custom, usage or otherwise all of which are hereby excluded to the fullest extent permitted by law. You hereby confirm that you have not relied upon any representations, communications or other matters which have not been expressly stated in these Terms & Conditions. Notwithstanding any provision to the contrary, nothing in these Terms & Conditions limits or excludes our liability for fraudulent misrepresentations.

## Contracts - Rights of Third Parties - Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision in these Terms & Conditions, these Terms & Conditions are not intending to, and do not, give any person who is not a party to it any right to enforce any of its provisions.

## Severability and jurisdiction

If any provision in this Agreement is invalid or unenforceable, the remaining provisions will continue in full force and effect.

This Agreement shall be governed by the laws of England and Wales as if the Agreement was a contract wholly entered into and wholly performed within England.