

Terms:

MoneyMattersOnLine (MMOL)

Please note that by using our website you accept these Terms. If you do not accept these Terms, do not use our Site. We may change these Terms from time to time, so you should review them each time that you visit the Site. You should print a copy of these Terms for future reference.

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1. About us

1.1. Our Site is operated by Paul Griffin T/A MoneyMattersOnline with a registered office at 35 Southmere Drive, Bradford, BD7 4EA. You can contact Paul using the following email address:

paul@moneymattersonline.co.uk

IMPORTANT NOTICE

WE DO NOT TAKE ANY RESPONSIBILITY FOR, OR ACCEPT ANY LIABILITY IN RELATION TO, THE SERVICES OR THE AVAILABILITY OF THE SERVICES THAT BUSINESS PARTNERS MAY PROVIDE TO YOU AS WE ACT AS AN INTERMEDIARY BETWEEN YOU AND SUCH SUPPLIERS: WE ONLY ARRANGE FOR THEM TO PROVIDE YOU WITH A SERVICE HOWEVER WE CANNOT GUARANTEE THAT A SERVICE WILL BE PROVIDED. WE DO NOT TAKE ANY RESPONSIBILITY FOR THE QUALITY OF SERVICE PROVIDED BY THE SUPPLIERS NOR DO WE TAKE ANY RESPONSIBILITY FOR THE CHOICE OF SERVICES. THE CONTRACT(S) FOR THE SERVICE(S) IS/ARE BETWEEN YOU AND THE RELEVANT SERVICE SUPPLIER. IF YOU HAVE A PROBLEM WITH THE SERVICES THAT ONE OF OUR BUSINESS PARTNERS IS PROVIDING, INCLUDING ANY BILLING ENQUIRY, YOU WILL NEED TO TAKE THIS UP DIRECTLY WITH THE SUPPLIER. FULL DETAILS OF THE SUPPLIER RELEVANT TO YOU CAN BE OBTAINED FROM THE SUPPLIER.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

By using our website or using our Service, you agree to these terms and conditions. Our website and these terms and conditions are only available in English and our customer services only operate in

English. You may want to print a copy of these terms and conditions for future reference. Our Service is only available to residents of England, Scotland and Wales who are over 18 years old.

2. Services we offer

2.1 We do not charge fees or commissions to consumers for our free will service.

2.2 Other services which we offer ourselves or via third parties in addition to the Free Will Service may attract a fee, however, this will be discussed and agreed with you beforehand.

2.3 When you choose to use our service to arrange estate planning products in addition to our Free Will Service you agree for us to act as an introducer to firms which will provide any such service that compliments ours. By agreeing to our terms and conditions you provide the authority and agree to be contacted, by phone and email and text message by us and any of our partners in reference to the product or service you require..

2.4 By accepting our terms and conditions you agree that we may contact you by telephone, email and text message about your Will and/or additional services we offer ourselves or via third party partner businesses

3 Third Party business Partners

3.1 We have selected business partners to provide the services which require a Financial Conduct Authority regulated advisor such as Investments and Mortgages and Pension Transfers.

3.2 If you contact us through our website then you will have completed a request for more information. When you submit the request you will be confirming that you have read, understand and agree to these terms and conditions. When contacted, you agree to provide the information required to assist in providing you the Free Will Service and any additionally agreed service .

3.3 If you have requested a Free Will, we will endeavour to call you back on the number you have provided within 24 hours (excluding Weekends and Public Holidays) to arrange a mutually convenient time to go through our Estate Planning / Will Writing procedure. When we call you back we may take further details from you such as personal information and product specific information.

3.4 You should note that our business partners may not search all available suppliers of the Service you require and we cannot guarantee that the price quoted to you is the cheapest that you may be able to obtain. Nor do we guarantee that any Supplier will agree to provide you with the Service or Product you are interested in.

By submitting your Enquiry, you agree that:

- all the information you have provided is correct (we and our business partner firms rely on this information to provide you with Services and any inaccuracy may invalidate any quotes provided and may prevent you having access to our Service and/or the Supplier Services);
- you are at least 16 years old;
- you are legally capable of entering into binding contracts;
- you are resident in England, Scotland, Wales or Northern Ireland;
- you are accessing our website from England, Scotland, Wales or Northern Ireland
- you are contracting in your capacity as a consumer, not in the course of a business.

4. Using our Site

4.1. You may view (and, where applicable listen to) the content available on the Site for personal non-commercial use. You may occasionally print individual webpages on the Site for your private non-commercial use, provided that such printing is not substantial or systematic and any trade marks and copyright and trade mark notices are not removed.

4.2. Unless otherwise stated in these Terms, you must not (whether directly or indirectly) copy, download, store, make available, distribute, sell or offer to sell all or any part of the content or Site, or download or otherwise copy (whether directly or indirectly) any content, files or data from the Site to make or populate a database or publication of any kind whatsoever. If you require any further information on permitted use, or a licence to re publish any part of the Site (or any Content), please email us at paul@moneymattersonline.co.uk or contact us by telephone on 0161 7911 240.

4.3. You may only play any video or audio files using the media player on our Site.

4.4. You must not use all or any part of our Site or the contents on it for commercial purposes without our permission.

4.5. Users, whether or not registered, must not abuse our Report Abuse facility e.g. by making malicious reports.

4.6. Information posted on MoneyMattersOnline's official social media accounts, including Twitter and Facebook, may often be published just as breaking news occurs and may not be amended or removed following updates made to articles.

4.7. You may use and display on your website or social networking profile page content on our Site where an embed code is provided (the "Embeddable Content") subject to these Terms and on the following conditions:

iAny use of the Embeddable Content must be for personal, non-commercial purposes. You may not charge users of your website for access to the Embeddable Content, use the Content as means to secure advertising, or commercialise the Embeddable Content in any other way.

5 Availability of our / our business partners services

5.1 Our website is only intended for use by people resident in England, Scotland, Wales and Northern Ireland. Some Services are not available in some locations.

5.2 Our service is a telephone based service and whilst face to face services are available upon request these do not include the Free Will service. If you require one of our agents to attend your home we will make a charge for our services.

5.3 If for any reason we are unable to provide our Services to you, in whole or in part, you may not receive any quotes or services at all.

5.4 We reserve the right, at any time and without prior notice, to remove or cease to supply any product or service contained on this website. In the event that such removal takes place we shall not be liable to you in any way whatsoever for such removal.

6. Registration To our Site

6.1 All intellectual property rights in and to the Embeddable Content, embed code and the embeddable player shall remain the property of us and/or our licensors.

iii. The Embeddable Content cannot be used on any websites that:

- a. contain unlawful text or images; or
- b. contain pornography or sexually explicit content; or
- c. contain gratuitous violence; or
- d. condone or encourage unlawful acts.

iv. You may only use the Embeddable Content where Your Site:

- a. complies with all applicable data protection and privacy laws, codes of practice and the self-regulatory principles for online behavioural advertising; and
- b. clearly explains that cookies and similar tracking technologies may be used on Your Site by third parties for analytics and advertising purposes and (if required by law) a link to our privacy policy:

6.2 All title, ownership rights and intellectual property rights in and to the Embeddable Content, the embed code and the embeddable player shall remain our property of the property of our licensors.

6.3 You may not directly or indirectly suggest any endorsement or approval by us of your site or any entity, product or content or any views expressed within your site without our prior written approval.

6.4 You hereby agree to reimburse Us in respect of all damages, costs and expenses, including reasonable legal fees and litigation expenses, arising out of or as a result of any breach of these Terms or otherwise in connection with your use of our services

7. Registration (Where applicable)

7.1. You must be 18 years old or older to register and submit material (e.g. comments) to the Site.

7.2. Only one registration per person is allowed. You must keep your registration information up to date.

7.3. You must choose an email address which gives you frequent access to emails sent to that address, as we need to be able to contact you. You must keep your password confidential.

7.4 You must not:

- (i) impersonate or try to impersonate another person;
- (ii) disclose your password to anyone else;
- (iii) allow anyone else use your account;
- (iv) use anyone else's account.

7.5. You are responsible for everything done using any account you may have with us. If you think that someone else may have access to, or be using, your password or account, you must tell us as soon as possible by emailing paul@moneymatteronline.co.uk.

8. Your content - what we are allowed to do

8.1. We may publish, check, edit or remove all or part of the comments or other material, including your name, town and country, which you submit to us ('Your Content'), at our sole discretion. We are not obliged to do any of these things and we may not.

8.2. You retain any copyright you may have in Your Content. By submitting material to us, you grant us a royalty-free, perpetual, irrevocable, non-exclusive worldwide licence to use, copy, edit, adapt, publish, translate, create derivative works from, make available, communicate and distribute Your Content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. By submitting Your Content, you warrant that you have the right to grant this licence. The licence is capable of sub-licence by us to other entities and brands.

8.3. To the extent permitted by law, you waive your moral rights (e.g. the right to be identified as author or to object to derogatory treatment) in Your Content.

This clause 8 means, for example (without limitation), that we can:

- Continue to publish all or part of Your Content, including your name, town and country, even if you change your mind and want us to remove it and/or you are no longer registered with the Site;
- Remove Your Content, even if you have not breached these Terms or our House Rules;
- Use all or part of Your Content in promoting our products and services (e.g. we may use a screenshot including your comments in our advertising);
- Edit your Content, which may result in a part of it being modified and displayed, including without your name. Please note that we do not check, monitor, moderate or even see all the comments and other material submitted to us. While some comments are pre-moderated (i.e. checked in advance by us before publication), some are not

9. Your content - what you are not allowed to do

9.1. You must not submit any material to our Site that:

- (a) is:
- (i) defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous or racist,
 - (ii) indecent, obscene or of a sexual nature,
 - (iii) a breach of confidentiality or someone's privacy;
- (b) could prejudice any active legal proceedings of which you are aware;
- (c) is likely to:
- (i) cause someone alarm, anxiety or distress;
 - (ii) encourage violence or racial or religious hatred;
 - (d) infringes any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material;
- (e) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data or conduct);
- (f) advertises any product or services;
- (g) impersonates anyone else or otherwise misrepresents your identity, affiliation or status;
- (h) is in breach of these Terms,

(i) is, encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful;

9.2. You must not include links on the Site to any websites or webpages.

9.3. You must not try to get round any protections we put in place for the security and operation of the Site.

9.4. You must not re-submit content which you are aware has been removed.

10. Suspending or terminating your registration

10.1. We may suspend, terminate or prevent your registration at our sole discretion. This may be because, for example, we consider that you have breached or will breach these Terms or someone has reported abuse. However, we are not obliged to do these things, we decide.

10.2. Where we suspend, terminate or prevent your registration, you must not attempt to re-register or submit content (e.g. using someone else's registration), without our permission. The period of any suspension depends on all the circumstances.

11. Sponsored content, third party content and links available on this Site

11.1. Where you see the label "Sponsored Content" on an article on our Site it means that our Publisher/Editor retains editorial control and sign off of the article. Where you see the label "Advertorial" these are also written by our partner businesses but control and final sign off lies with the ourselves.

11.2. We are not liable or responsible for the third party content on this Site. Third party content includes, for example, comments posted by users and the content of advertisements.

11.3. Where our Site contains links to other sites and resources, which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or responsible for the content of third party sites or resources.

If you see something which you reasonably believe breaches these Terms, please contact us on paul@moneyonline.co.uk

12. Your personal information

12.1. We will use your personal information in accordance with our privacy policy.

13. Our liability

13.1. The information contained on our Site is for information purposes only and does not constitute advice. You should check any information on the Site and use your own judgement before doing or not doing anything on the basis of what you see. We give no warranties of any kind in relation to the Site or its contents.

13.2. Except for liability for fraudulent misrepresentation, we are not liable for:

- (a) any action you may take as a result of relying on any information provided on this Site or for any loss or damage suffered by you as a result of you taking this action;

(b) any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the Site;

(c) any liability for losses which are not a foreseeable or likely consequence of (i) your use of the Site, or (ii) a breach of these Terms; and

(d) any loss or damage which you may suffer as a result of or connected to your use of the embed code, player or the Embeddable Content.

13.3. We are not responsible if you cannot access the Site properly or at all because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the Internet.

13.4. The Site relies in part on software to work. Software has bugs. Whilst we will monitor the Site and try to fix bugs, we cannot guarantee that the Site or any individual feature of the Site will be error free, available all the time and/or free from viruses.

13.5. However, nothing in these Terms will affect any liability we may have for death or personal injury arising from our negligence or any other liability which cannot be excluded or limited by law.

14. Maintenance of the Site

14.1. Making your use of the Site enjoyable means we need to fix bugs, install updates and do general diagnosis and maintenance of the Site. We will try to do scheduled maintenance during times when we anticipate that online use is lower than normal.

14.2. We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Site available again as soon as we think it is safe to do so.

15. Disclaimer

15.1 We will provide our Service to you with reasonable care and skill.

15.2 We do not accept any responsibility for inaccurate information provided to us by our Suppliers or other third parties.

15.3 We do not accept responsibility for business losses.

15.4 WE DO NOT TAKE ANY RESPONSIBILITY FOR, OR ACCEPT ANY LIABILITY IN RELATION TO THE SERVICES OR THE AVAILABILITY OF THE SERVICES THAT OUR BUSINESS PARTNER SUPPLIERS MAY PROVIDE TO YOU AS WE ACT AS AN INTERMEDIARY BETWEEN YOU AND THAT BUSINESS PARTNER'S FIRM: WE ONLY ARRANGE FOR THEM TO PROVIDE YOU THE SERVICE(S). THE CONTRACT(S) FOR THE SERVICE(S) IS/ARE BETWEEN YOU AND THE RELEVANT SUPPLIER. IF YOU HAVE A PROBLEM WITH THE SERVICES THAT ONE OF THE SUPPLIERS IS PROVIDING, INCLUDING ANY BILLING ENQUIRY, YOU WILL NEED TO TAKE THIS UP DIRECTLY WITH THE SUPPLIER.

15.5 We do not exclude or limit in any way our liability:

- a. for death or personal injury caused by our negligence;
- b. under section 2(3) of the Consumer Protection Act 1987;
- c. for fraud or fraudulent misrepresentation; or

- d. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

16. Events outside our control

16.1 We and you will not be liable or responsible for any failure to perform, or delay in performance of, any of the obligations under the agreement that is caused by events outside our reasonable control (known as a “Force Majeure Event”).

16.2 A Force Majeure Event includes any act, event, non-happening, or accident beyond your or our reasonable control and includes the following:

- a. strikes, lock-outs or other industrial action;
- b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. impossibility of the use of public or private telecommunications networks;
- f. the acts, decrees, legislation, regulations or restrictions of any government.

16.3 Performance of the agreement will be suspended for the period that the Force Majeure Event continues for the party affected, and that party will have an extension of time for performance for the duration of that period. The affected party will try to bring the Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event

17. Disclaimer or warranties and limitation of liability

THIS SITE IS PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

18. Validity of these Terms

18.1. If any part or provision of these Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

19. Our right to vary these terms and conditions

19.1 We may need to revise and amend these terms and conditions from time to time. If we subsequently change our terms and conditions, you do not need to worry as these will not affect you as the terms and conditions that are on our website when you submit your enquiry will form the agreement. However, in relation to the use of our website the current terms will be the ones on our website when you use it.

20. Jurisdiction and applicable law

20.1. These Terms are governed by English law. The English courts shall have exclusive jurisdiction over any dispute relating to these Terms.