

Website Terms and Conditions

Please read the terms set out below carefully before ordering any documents from this Website or engaging FP Swiss to provide financial services to you. By ordering any documents from this Website or engaging our services you agree to be bound by these terms and conditions (“Terms and Conditions”).

Definitions

“Agreement” is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;

“Goods” is a reference to any documents which we may offer for sale from our Website from time to time;

“Privacy Policy” means the policy displayed on our Website which details how we collect and store your personal data;

“Service(s)” is a reference to the financial services which we may supply and which you may request us to provide to you;

“you”, “your” and “yours” are references to you the person accessing this Website and ordering any documents from the Website;

“we”, “us” and “our” are references to FP Swiss and “Website” is a reference to our Website on which we market our Services and Goods.

Ordering

- Any contract for the supply of Goods or Services from this Website is between you and FP Swiss. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.
- Goods and Services purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.
- We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.
- All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the Goods or Services available for sale on the Website and to discontinue any product line or service.

- The contract for the Goods or Services will be accepted at the time of despatch of your order. We will confirm this to you in writing. You must inform us immediately if any details are incorrect. If your order has not been accepted you will be notified of this in writing together with the reasons.

Prices and Payment

- The total price for Goods or Services ordered, including delivery charges, will be displayed on the Website when you place your order. Full payment must be made before Goods are despatched or Services provided.
- You must pay for your order before it is delivered and you can do so by debit or credit card. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also do security checks to confirm it is you making the order.

Our Website

- Our Website is intended to provide business support to businesses based in the England. If you do not agree with the Terms and Conditions do not order any Goods or Service from the Website. You cannot vary the Terms and Conditions.
- The information, content and material available on the Website may vary from time to time without notice to you. This is in order to ensure that the Website is as up to date as possible.
- It is for you to satisfy yourself that the documents provided to you meet with your requirements and are satisfactory for your purposes. If you require further advice in relation to the content of a document which you have purchased from us or an explanation of its terms, then you are advised to contact us.
- We use our best endeavours to ensure that the information and documents available on the Website are correct and accurate however they are provided on an “as is” and “as available basis” and may become out of date over time. All documents are in a standard format, some may have been personalised to your organisation, however over time these may become out of date due to changes in the law.
- The services provided are intended for business to business sales. The Consumer Protection (Distance Selling) Regulations 2000 do not apply to you when you purchase Goods or Services from us.
- We aim to have the site available at all times however you will appreciate that we cannot guarantee this or that it will be error free and we cannot accept liability for any issues that this may cause. You must not interfere with the working of our Website nor must you circumvent security on the site, tamper with, or hack into, or otherwise attempt to disrupt our computer system, server, Website, router or any other internet connected device or service.

Your Information

- Where we have requested information from you to provide Goods or Service, you agree to provide us with accurate and complete information.

- You authorise us to use, store or otherwise process your personal information in order to provide the services to you and for marketing and credit control purposes (the “Purpose”). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the service to you.
- You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.

Intellectual Property Rights

Ownership in, and all rights created in relation to, the documents supplied to you and the contents of this Website vest in us absolutely unless otherwise indicated. Any documents purchased by you from us through this Website or otherwise may be used by you in your business only. You are not entitled to reproduce, copy, sell or licence any part or parts of any such document without our express written permission. You must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material or information or download from our Website except where expressly invited to do so or indicated on our Website.

Linked Sites

There are a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the services or goods that they may provide to you.

Complaints

We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to us.

Cancellation

We reserve the right to cancel your order or cease providing Services to you at any time if either (i) you become bankrupt, enter into any arrangement with your creditors, or being a company, go into liquidation or is wound-up, or being a partnership, is dissolved or if, in our reasonable opinion, one of the aforementioned events is likely to occur or (ii) we reasonably believe that you have acted in breach of this Agreement.

Limitation of Liability

- Great care has been taken to ensure that the Goods and Services provided to you are correct and error free. We apologise for any errors or omissions that may have occurred. We cannot warrant that the information, Goods and Services provided are error free or fit for purpose and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, merchantability or accuracy. We cannot accept any liability for any

loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising.

- If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Goods or Services. Time is not of the essence when providing Services or Goods to you. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
- We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website or documents.
- We shall not be held liable for any failure or delay in performing services or delivering Goods or performing Services where such failure arises as a result of any act or omission which is outside our control such as an act of God.

General

- We may subcontract any part or parts of the performance of the Services or supply of Goods that we provide to you from time to time and we may transfer, assign or novate any part or parts of our rights and obligations under this Agreement without your consent or any requirement to notify you. You are not entitled to transfer, assign or subcontract this Agreement at any time without our prior consent.
- We may alter or vary the Terms and Conditions at any time.
- The Terms and Conditions together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement.
- If any term or condition of our Agreement shall be deemed invalid or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the agreement shall continue in force without such term or condition.
- These Terms and Conditions and our Agreement shall be governed by and construed in accordance with Mauritius law. The parties hereto submit to the exclusive jurisdiction of the Mauritius courts.
- No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts of Rights of Third Parties Act.