



## TERMS AND CONDITIONS

### 1 Introduction

- 1.1 We are RQ Ratings Limited, a company registered in England and Wales. Our company registration number is 13202073 and our registered office is at 71-75 Shelton Street, Covent Garden, London, England, WC2H.
- 1.2 These terms and conditions (the **Conditions**) apply to the provision of the Services by us (as set out further in paragraph 2 below) to the exclusion of any other terms, including those which are implied by law, trade, custom, practice or course of dealing.

### 2 The Services

- 2.1 We carry out initial due diligence and ongoing monitoring on financial planners in the UK. Using the information gathered, we produce detailed reports (the **Reports**) and ratings (the **Ratings**) for each financial planner which focuses on the financial planner's client proposition, their internal structures and governance which underpin and facilitate the delivery of services and advice to clients, their trading and regulatory history and their financial soundness (by reference to their management and public accounts).
- 2.2 A financial planner that you work with (the **Referring Financial Planner**) has, with your prior consent, passed on your contact details to us on the basis that you would like to receive Reports and Ratings relating to that financial planner. We will therefore provide you with copies of the Reports and Ratings that we produce for the Referring Financial Planner and any other financial planner that you elect to receive information about. As part of this service, we will send you monthly update emails, which will contain monthly Rating updates for those financial planners that you have selected (the **Monthly Update Emails**). The Monthly Update Emails will also contain updated copies of the Reports, where these have been amended following our ongoing monitoring.
- 2.3 You can opt-out of receiving the Monthly Update Emails at any time by following the opt-out instructions contained in the Monthly Update Email.
- 2.4 In order to elect to receive information about an additional financial planner (a financial planner that is not the Referring Financial Planner), simply email us on [hello@RQratings.com](mailto:hello@RQratings.com). We will confirm whether or not we provide Reports and Ratings for the financial planner selected and, if we do, we will provide you with Reports and Ratings for that financial planner going forward in accordance with paragraph 2.2 above.
- 2.5 When we refer to the "Services" in the remainder of these Conditions, we are referring to the provision of the services summarised in paragraph 2.2.

#### *Disclaimers*

- 2.6 Both the Ratings and the Reports produced by us should be used as a background guide only and are statements of opinion, not fact. They have been produced by us following due diligence carried out into the financial planner and are updated monthly following ongoing monitoring.
- 2.7 As mentioned, the Ratings and Reports focus on the financial planner's client proposition; their internal structures and governance which underpin and facilitate the delivery of services and advice to clients; their trading and regulatory history and their financial soundness (by

reference to their management and public accounts). We do not assess or consider the quality of each firm's advice on individual client files or their investment track record.

- 2.8 Although we have taken reasonable precautions to ensure that the Ratings and Reports produced by us are accurate and up-to-date, neither the Ratings nor the Reports guarantee the quality of advice or investment outcomes for any particular client of the firm, and **we cannot and do not accept any responsibility (to the fullest extent permissible by law) for any loss and/or damage sustained as a result of your reliance on either the content of the Reports and/or the Ratings.** The Ratings and the Reports do not comprise a recommendation to use (or not) a particular firm, nor do they comprise investment advice.

### **3 Intellectual property rights**

- 3.1 For the purpose of this paragraph, "**Intellectual Property Rights**" shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 3.2 We shall retain ownership of all Intellectual Property Rights in or arising out of or in connection with the Services. For the avoidance of doubt, we therefore retain ownership of all Intellectual Property Rights in the Reports, the Ratings and the Monthly Update Emails.
- 3.3 We grant to you, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the Reports and any information contained in our Monthly Update Emails for internal business purposes only. For the avoidance of doubt, you shall not be permitted to share the Report or any information contained in our Monthly Update Emails with any third party unless this is pre-agreed by us in writing.
- 3.4 You shall not sub-license, assign or otherwise transfer the rights granted in paragraphs 3.3.
- 3.5 You agree not to modify copies of the Reports that we send to you in any way.
- 3.6 We warrant that the receipt and use of the Services by you shall not infringe the rights, including any Intellectual Property Rights, of any third party. We shall not breach this warranty, and you shall have no claim under the warranty, to the extent that the infringement arises from any modification of the Report or the Services not made by us, or on our behalf.

### **4 Limitation of liability**

- 4.1 References to liability in this paragraph includes every kind of liability arising under or in connection with these Conditions, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 4.2 Nothing in these Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 4.3 Subject to paragraph 2, 5.2 and 5.4, our total liability to you for loss arising from a breach of our obligation under these Conditions shall not exceed £1,000.

4.4 Subject to paragraph 5.2, we shall not be liable to you for the types of loss detailed below:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

4.5 This paragraph 5 shall survive termination of the Conditions.

## **5 Termination of the Services**

5.1 Without affecting any other right or remedy available to it, either party may terminate the provision of the Services immediately by providing written notice to the other. Should you wish to terminate the Services, simply follow the opt-out procedure detailed in the Monthly Update Emails.

## **6 Consequences of termination**

6.1 On termination of these Conditions you shall cease to receive any Monthly Update Emails from us.

6.2 Termination of these Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Conditions which existed at or before the date of termination.

6.3 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Conditions shall remain in full force and effect.

## **7 General**

7.1 **Force majeure.** Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

7.2 **Assignment and other dealings.**

- (a) We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Conditions.
- (b) You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Conditions.

7.3 **Confidentiality.**

- (a) We undertake that we shall not at any time disclose to any person any confidential information concerning your business, affairs, customers, clients or suppliers.

- (b) We may disclose your confidential information:
  - (i) to our employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of providing the Services to you. We shall ensure that our employees, officers, representatives, contractors, subcontractors or advisers to whom we disclose your confidential information comply with this paragraph 9.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) We shall not use your confidential information for any purpose other than to perform our obligations under these Conditions.

**7.4 Entire agreement.**

- (a) These Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into these Conditions it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.
- (c) Nothing in this paragraph shall limit or exclude any liability for fraud.

**7.5 Variation.** We may vary these terms from time to time without your prior written consent.

**7.6 Waiver.** A waiver of any right or remedy under these Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**7.7 Severance.** If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions. If any provision or part-provision of these Conditions are deleted under this paragraph 8.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**7.8 How to contact us.** You can contact us by telephoning our customer service team at +44(0)203 856 4769 or by writing to us at [hello@RQratings.com](mailto:hello@RQratings.com), RQ Ratings, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

**7.9 How we may contact you.** If we have to contact you, we will do so by telephone or in writing to you at the email address or postal address provided to us by the Referring Financial Planner (as may be updated or amended by you from time to time).

**7.10 "Writing" includes emails.** When we use the words "writing" or "written" in these Conditions, this includes emails.

- 7.11 **Third party rights.** Unless it expressly states otherwise, these Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 7.12 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 7.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.