



TERMS OF USE POLICY FOR OUR FORM E TOOL

WHO WE ARE AND HOW TO CONTACT US

The Divorce Surgery Ltd (“We”, “us” or “our”) is a limited company registered in England and Wales under company number 10887238 and have our registered office at The Divorce Surgery, 4PB, 6th Floor St Martin’s Court, 10 Paternoster Row, London, EC4M 7HP. Our VAT number is 293 5134 93.

We are authorised and regulated by the Bar Standards Board (www.barstandardsboard.org.uk).

To contact us, please email contact@thedivorcesurgery.co.uk or telephone us on 0203 488 4475.

We have developed our own Onboarding and Form E tool (our “ Form E tool”) to assist our clients with the preparation and collation of their financial disclosure.

BY USING OUR FORM E TOOL YOU ACCEPT THESE TERMS

By using our Form E tool, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Form E tool.

We recommend that you print a copy of these terms for future reference.

OTHER TERMS THAT APPLY

These terms of use refer to the following additional terms, which also apply to your use of our Form E tool:

- Our Data Protection Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Form E tool, you consent to such processing and you warrant that all data provided by you is accurate. We can provide a copy of our Data Protection Policy upon request.

WE MAY MAKE CHANGES TO THESE TERMS

We may amend these terms from time to time. Every time you wish to use our Form E tool, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 14th February 2022.

WE MAY SUSPEND OR WITHDRAW OUR FORM E TOOL

Our Form E tool is made available to our clients free of charge. We do not guarantee that our Form E tool, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Form E tool for business and operational reasons.

You are responsible for ensuring that all persons who access our Form E tool through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. In particular, the information you and your former partner provide on our Form E tool will be sensitive personal and financial data. You must comply with UK GDPR and must not disclose data belonging to third parties (which includes your former partner) without their express consent or other lawful excuse.

OUR FORM E TOOL IS ONLY FOR USERS IN THE UK

Our Form E tool is directed to people wanting advice on the law of England and Wales only. Please note we are only qualified to advise on the laws of England and Wales. We do not represent that content available on or through our Form E tool is appropriate for use or available in other locations.

YOUR USE OF OUR FORM E TOOL

You may use our Form E tool only for personal use and for lawful purposes. You may not use our Form E tool in any way that breaches any applicable laws or has any unlawful or fraudulent purpose or effect and you agree that you will only use our Form E tool in accordance with these terms.

HOW YOU MAY USE MATERIAL ON OUR FORM E TOOL

We are the owner or the licensee of all intellectual property rights in our Form E tool, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

The Divorce Surgery is a UK registered trade mark. You are not permitted to use it without our approval unless it is part of permitted uses below.

You may not give other third parties access to our Form E tool without our prior consent.

Our status (and that of any identified contributors) as the authors of content on our Form E tool must always be acknowledged.

You must not use any part of the content on our Form E tool for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Form E tool in breach of these terms of use, your right to use our Form E tool will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

RULES ABOUT LINKING TO OUR FORM E TOOL

You may not create a link to our Form E tool or provide the link to other third parties. Access to the Form E tool is exclusively available to our clients and no other third parties.

INFORMATION ON THIS FORM E TOOL IS NOT LEGAL ADVICE

The help and tips on our Form E tool are provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Form E tool, we make no representations, warranties or guarantees, whether express or implied, that the content on our Form E tool is accurate, complete or up to date.

If you need specific advice tailored to your circumstances please contact us so we can assist you as one of our clients, and do not simply rely on tool tips on the Form E tool.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Form E tool contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our Form E tool for domestic and private use. You agree not to use our Form E tool for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Form E tool will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Form E tool. You should use your own virus protection software.

You must not misuse our Form E tool by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Form E tool, the server on which our Form E tool is stored or any server, computer or database connected to our Form E tool. You must not attack our Form E tool via a denial-of-service attack or a distributed denial-of service attack. 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 Form E tool will cease immediately.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.