

# Website Terms and Conditions of Use

## Introduction

Use of the website is subject to these Website Terms and Conditions and our Data Privacy Notice. Our site also uses cookies that you may opt out of.

Please read these terms carefully. If you do not accept them, please leave the site immediately.

By using this website, you are consenting to us using your data in the ways described in the Data Privacy Notice and we will take your continued use of our website as acceptance of our Terms and Conditions of Use.

## Scope

These Terms and Conditions of Use cover our website [www.grindeys.co.uk](http://www.grindeys.co.uk). They do not apply to any other websites that may be linked to our website. In this agreement a reference to a website is a reference our website.

## Accountability

Our website is owned and operated by Grindeys LLP, Glebe Court, Stoke on Trent ST4 1ET ('We' or 'Us'). We are a limited liability partnership registered in England and Wales under number OC312191. If you wish to view our Data Protection Act registration the reference is Z5307657. Our VAT number is 991275685.

We are authorised and regulated by the Solicitors Regulation Authority.

## Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice, which could include the site's suspension or closure. We will not be liable if our site is unavailable for any reason.

You are responsible for making all necessary arrangements to access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and Conditions of Use and our Data Privacy Notice and that they will comply or leave the site forthwith.

## Passwords and Security

Parts of the website may be restricted to users that have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if in our opinion you have failed to comply with any of the provisions of these terms of use.

## Legal advice

The material on our site is provided for information purposes only and does not constitute legal advice.

We aim to update our site regularly, and may change the content at any time. Any of the material on our site may be out of date at any given time and we are under no obligation to update such material.

No user should act or refrain from acting on the information contained on the website without first verifying the information and obtaining legal and/or professional advice.

### **Our liability**

We make no representations or warranties as to the accuracy or completeness of the website's content and exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

We expressly disclaim all liability and responsibility for any direct, indirect or consequential loss or damage incurred by any user arising from any reliance placed on materials posted on our website by any visitor to the website and by anyone who may be informed of any of their contents, or from the use or inability to use the website, whether directly or indirectly, resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and we had been advised of the possibility of the same. Direct, indirect or consequential loss and damage shall include but not be limited to loss of profits or contracts, loss of income or revenue, loss of business, loss of goodwill, and wasted expenditure or management time.

Nothing in these Terms and Conditions of Use shall exclude our liability for death or personal injury resulting from our negligence, or our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

### **Downloads**

The user agrees that material downloaded or otherwise accessed through the use of our websites is obtained entirely at the user's own risk and that the user will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and we had been advised of the possibility of the same.

### **Third party links from our website**

We do not accept any liability or responsibility for any third party websites that can be accessed through our website or for any loss of data or damage that may arise from your use of them. We do not endorse or approve the contents of any such sites and these links are provided for your information only.

### **Intellectual property rights**

Except where expressly stated to the contrary, all intellectual property rights in the text, graphics, information, motifs, logos, designs and databases contained in our websites including the domain names, organisation and layout of the sites and the software used in relation to the site are owned by us or our licensors. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may not use any trademarks, service marks and/or other trade names belonging to us without our prior written consent including any implied endorsement by us of your website and/or goods and/or services or otherwise without our prior written consent.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or

audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site 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 site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **Internet**

We take steps to keep personal data as safe and secure as possible. However, the transmission of information via the internet is not completely secure and although we will do our best to protect personal data, we cannot guarantee the security of your data that you transmit to our websites. Any transmission is therefore at your risk.

Once we have received your information we will use strict procedures and security features to prevent unauthorised access.

### **Prohibited uses**

You may use our site for lawful purposes only and agree that you will not use our site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- In a way that breaches our contents standards (see below).

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of website use;
- Not to access without authority, interfere with, damage or disrupt:
- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; and
- any equipment or network or software owned or used by any third party.

### **Interactive Services**

From time to time we may provide interactive services on our website, including, without limitation:

- comment spaces and forums
- public profiles
- blogs, and
- any other forms of user-generated content.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used. Information about personal data gathered, its processing and use is covered by our Data Privacy Notice.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our websites, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our websites, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate interactive services, we will normally provide you with a means of contacting the moderator, should concerns or difficulties arise.

### **Content standards**

These content standards apply to any and all material which you contribute to our website and to any interactive services associated with them. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts)
- be genuinely held (where they state opinions)
- comply with applicable law in the UK and in any country from which they are posted.

Further, contributions must not:

- contain any material which is defamatory of any person
- contain any material which is obscene, offensive, hateful or inflammatory

- promote sexually explicit material
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- infringe any copyright, database right or trade mark of any other person
- be likely to deceive any person
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- promote any illegal activity
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- be likely to harass, upset, embarrass, alarm or annoy any other person
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- give the impression that they emanate from us, if this is not the case, or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### **Uploading material to the Website**

Whenever you make use of a feature that allows you to upload material to our websites, or to make contact with other users of the website, you must comply with the content standards set out in this policy. You warrant that any such contribution does comply with those standards and you will indemnify us for any breach of that warranty.

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to one or more of our websites constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our websites.

We have the right to remove any material or posting you make on our website if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

### **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of the prohibited use paragraph through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with prohibited uses paragraph constitutes a material breach of these terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site;

- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you;
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of the prohibited use paragraph. The responses described in this paragraph are not limited, and we may take any other action we reasonably deem appropriate.

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to [dataprotection@grindeys.com](mailto:dataprotection@grindeys.com)

### **Personal data**

The General Data Protection Regulations replace the Data Protection Act on 25<sup>th</sup> May 2018. Under both sets of regulations, you are entitled to request a copy of your personal data, but if your request is received prior to 25<sup>th</sup> May, then a fee of £10 is payable.

### **Information we may collect from you**

In addition to the cookie information we collect on all site visitors (please see our Cookies Policy), you may complete online forms that require:

- Your name
- Telephone number
- E-mail address
- Contact preferences
- Narrative notes or enquiries that you complete
- Your appointment preferences
- Marketing or other preferences

We process information about you in accordance with our Data Privacy Notice. Please take time to read the notice to understand what data we may collect, why and to whom it might be disclosed.

By using our site, you consent to such processing and you warrant that all data provided is complete and accurate. We will only use your data to reply to your query or request and unless you have entered into a client relationship with us, your data will be deleted after six months.

We strongly advise you not to disclose personal confidential information on our website or in any on-line enquiry, blog or similar posting. If you have a confidential issue requiring legal advice, we recommend that you telephone us (01782 846441) to speak to a member of staff.

### **Changes to the Website Terms & Conditions of Use**

We may revise these terms of use at any time by amending this agreement. Please check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

### **Jurisdiction and applicable law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site or a data breach although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **Your concerns**

If you have any concerns about material which appears on our site, please contact [dataprotection@grindeys.com](mailto:dataprotection@grindeys.com).

Thank you for visiting our site.