



TERMS & CONDITIONS

1. INTRODUCTION

Use of this web site (“**the Site**”) and the services provided via it are conditional upon you accepting the following terms and conditions. Unless otherwise specified, your acceptance of this User Agreement shall be indicated by your use of the Site. The Site is provided by **Thomas Flavell & Sons Solicitors at Church Walk, Hinckley, Leicestershire LE10 1DN**, and its suppliers.

These Terms and Conditions and our Privacy Policy, (together the “User Agreement”) form our entire agreement with you in respect of non-chargeable use of the Site and supersede any prior agreement or arrangement with you in respect of the Site. If a company name is inserted in any registration request, then the User Agreement shall be between us and that company and accordingly unless the context otherwise requires, references to “you” and “your” in this User Agreement shall also be to that company. The purchase of services from us is subject to our Terms and Conditions of Business. If there are any updates to this User Agreement we will bring this to your attention on the home page of the Site.

2. AVAILABILITY OF THE SITE

We will endeavour to ensure that the Site is available 24 hours per day without any interruptions. However, we reserve the right to make the Site unavailable at any time or to restrict access to parts or all of the Site without notice. The Site is a general information service. We endeavour not to make it misleading, but we cannot represent that the information accessible on or via the Site is accurate, not misleading, complete or up-to-date.

3. USE OF THE SITE

The Site is designed for your personal, non-commercial use and you must not use it in any other way without our consent. Except as permitted under applicable law, you must not use, copy, translate, publish, licence or sell the Site or any materials or information in the Site or the structure, overall style and program code of the Site without our consent. If you wish to make a request for consent, please contact us.

4. YOUR CONTRIBUTIONS

You agree to only use the Site for lawful purposes and that any information that you provide in connection with, or which forms part of, the Site will be, as far as you are aware, true and accurate and will not infringe any copyright or trademark, or any right of privacy, publicity or personality of any other right, whether registered or unregistered, of any other nature or any person, or be obscene or libellous or blasphemous or defamatory and you agree to indemnify us against all claims, proceedings, damages, liabilities and costs, including legal costs arising out of your breach of this term. We cannot make any assurances about the information or contribution made by any other user and you should exercise caution before acting or otherwise relying upon any information you obtain via the Site.

5. LINKS

The Site includes links to other internet sites. Without limiting what we say elsewhere, we make no representations or warranties about those sites or their content, nor that the links work. If you wish to link to the Site please contact us.

6. DATA PROTECTION

It is your responsibility to ensure that you give us an accurate and valid e-mail address and other contact details and tell us of any changes to them, however we cannot make any assurances about any other user you may meet using the Site. We

comply with all applicable Data Protection laws in the U.K. For a description of how we use your personal data, please see our Privacy Policy.

7. INTELLECTUAL PROPERTY

The Site, its style and structure, and the materials and information on the Site are protected by copyright and other intellectual property rights, and may not be used by you except as expressly provided in this User Agreement. The authors of the documents in the Site assert their moral rights.

8. OUR LIABILITY

Since a substantial part of the Site is both free and available to all, it is a condition that your use of the Site is at your own risk. We shall not be liable to you or in breach of this User Agreement for any delay or failure to perform any obligation if the delay or failure is due to a cause beyond our reasonable control including, without limitation, the blocking or restricting of information to and/ or from our network.

Except as expressly provided in this User Agreement, we disclaim any further representations, warranties, conditions or other terms, expressed or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

Save as provided below, we disclaim all and will not be liable in contract, tort (including, without limitation, negligence) or otherwise arising in connection with this User Agreement or the Site for: (i) consequential, indirect or special loss or damage; or (ii) any loss of goodwill or reputation; or (iii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case, even if we have been advised of the possibility of such loss or damage and howsoever incurred.

Our maximum liability to you in contract, tort (including, without limitation, negligence) or otherwise arising in connection with this User Agreement or the Site shall be limited to £50. Notwithstanding any other provision of this User Agreement, we will be liable to you without limit for any death or personal injury caused by our negligence and to the extent that liability arises under Part 1 or section 41 of the Consumer Protection Act 1987 and for liability arising from statements made fraudulently by us.

9. SMALL PRINT

Either of us may terminate this User Agreement at any time. You may not transfer any of your rights or delegate any of your obligations under this User Agreement without our prior written consent. If we fail to enforce any provision of this User Agreement, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. Nothing in this User Agreement shall confer on any third party any benefit or the right to enforce any term of the User Agreement. This User Agreement is governed by English law and any dispute connected with this Agreement is subject to the exclusive jurisdiction of the English courts. Nothing in this User Agreement affects your statutory rights as a consumer.

10. COMPLAINTS

If you believe that your intellectual property or other rights are being infringed by the Site, or if you are dissatisfied with the Site or any aspect of our service, in the first instance please contact us at law@thosflavell.co.uk

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