

Terms and Conditions for Crombie Wilkinson Solicitors Website

1 Interpretation

1.1 In these Conditions:

"Our Site" means Crombie Wilkinson Solicitors website;

"Privacy Policy" means our privacy policy set out in our Site

"Service" means the service to be provided by us for allowing you to:

- access and browse the information on our Site;
- request brochures or any marketing material of Crombie Wilkinson Solicitors from us via our Site;
- make requests or enquiries of the partners or employees of Crombie Wilkinson Solicitors via our Site;

"User Terms" means these terms and conditions of service together with the terms and conditions set out in the Privacy Policy;

"We, Us, Our" means Crombie Wilkinson Solicitors;

"You" means you, the person who wishes to use our Site and the Service.

1.2 The headings in the User Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Service

We shall provide the Service to you subject to these User Terms. Should we make any changes or additions or updates to the Service or the User Terms the most current version will be posted on our Site. By using the Service you are deemed to have accepted the User Terms.

3 Terms of Use of Our Site and the Service

3.1 It is important that you read and understand the User Terms that will apply to you before proceeding. If there is any term that you do not understand or do not wish to agree to then please do not proceed to use our Site. Only use our Site if you wish to be bound by these User Terms. our Site are designed to appeal to members of the public who are over the age of 16, by using our Site you warrant and represent that you are 16 years of age or over. We may request proof of age.

3.2 You agree to use our Site for your own, personal use and understand that we may terminate your use of our Site at any time for any reason whatsoever upon notice.

4 Inputting Data on Our Site

4.1 In order to use the Services you shall at your own expense either provide us with or alternatively input on our Site, in accordance with our instructions, true, accurate, current and complete information about yourself (including any credit or debit card information) ("**the Personal Information**")

4.2 If you provide any information that is untrue, inaccurate, not current or incomplete, or incorrect, or illegible, or out of sequence or in the wrong form we have

reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete or incorrect, or illegible, or out of sequence or in the wrong form we have the right to suspend or terminate your use of the Service.

4.3 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation whatsoever incurred by you arising from any Personal Information or instructions or data whatsoever supplied by you which is untrue inaccurate not current incomplete, incorrect, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of you.

4.4 You warrant that any material whatsoever you supply us and/or put onto our Site will not infringe the copyright or other rights of any third party, and you shall indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.5 You agree to indemnify and hold us and our subsidiaries, affiliates, employees, officers, agents or partners harmless from and against any direct or indirect loss or damage (including, but not limited to, consequential loss and loss of profits, goodwill or business opportunities) claims proceedings costs and expenses whatsoever arising from any third party claim in relation to any content you input, upload, post or e-mail on or through our Site or your use of our Site.

5 Privacy Policy

Details provided by you and certain other information about you is subject to our Privacy Policy. By using our Site you agree to be bound by our Privacy Policy. You must review this policy before proceeding and if you do not you will be in breach of these User Terms.

6 On Line Conduct

6.1 You understand that all data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which the content originated. This means that you, and not us, are entirely responsible for all content that you upload, post or e-mail via our Site. We do not control the content posted on our Site and therefore do not guarantee the accuracy, integrity or quality of the content.

6.2 Under no circumstances will we be liable in any way for any content, including (without limitation) any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of your use of any content. You agree that you must evaluate and bear all risks associated with the use of any content including any reliance on its accuracy or completeness. You also understand that by using our Site, you may be exposed to content that is offensive, indecent or objectionable.

6.3 You agree that you will not use any area or part of our Site to:

6.3.1 upload, post or e-mail any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

6.3.2 harm minors in any way;

6.3.3 impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any content;

6.3.4 'stalk' or otherwise harass another;

6.3.5 collect or store personal data about other users;

6.3.6 upload, post or e-mail any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;

6.3.7 upload, post or e-mail any content that infringes any intellectual property rights of any party;

6.3.8 upload, post or e-mail any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', or any other form of solicitation;

6.3.9 upload, post or e-mail any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
or

6.3.10 violate any applicable national or international laws or regulations.

6.4 You acknowledge that we do not pre-screen content but that we shall have the right (though not the obligation) in our sole discretion to move, modify or remove any content that is available on or via our Site generally. If we find any of the content described in clauses 6.3.1 to 6.3.10 (inclusive) we reserve the right to terminate your use and access to our Site. You agree to accept responsibility and liability for any loss incurred by us resulting from a breach of any of clause 6 and agree to indemnify us for any such breach for any loss whatsoever directly or indirectly incurred by us.

6.5 If you discover any of the content described in clauses 6.3.1 to 6.3.10 (inclusive) please e-mail Tom Muir at t.muir@crombiewilkinson.co.uk immediately.

6.6 You further warrant to us that you will not use the Service or our Site for any purpose that is unlawful or prohibited by the User Terms. In particular, you agree not to use the Service to:

6.6.1 manipulate or otherwise alter identifiers in order to disguise the origin of any communication transmitted through the Service and/or our Site;

6.6.2 disrupt or interfere with the operation of the Service, the web site which hosts the Service or any servers or networks connected to our Site;

6.6.3 contravene any law whether UK or international;

6.6.4 not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Service and/or our Site, use of the Service and/or our Site or access to the Service and/or our Site; or

6.6.5 collect or store personal data about other users of the Service.

6.7 You understand and accept that the technical processing and transmission of the Service, may involve

6.7.1 transmissions over various networks; and

6.7.2 changes to conform and adapt to technical requirements of connecting networks or devices.

7 Proprietary Rights

7.1 All text, graphics (including video graphics), pictures, software, source code, sound recordings, music and other materials which are not the property of or licensed to Crombie Wilkinson solicitors are acknowledged on the Site

7.2 You grant to us a world-wide, royalty-free, irrevocable, non-exclusive licence (including the right to sub-license) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any content (in whole or part) you upload, post or e-mail and/or to incorporate such content in other works in any form, media or technology now known or developed. Notwithstanding the provisions of this clause, if you consider any work by us to be an infringement of any of your intellectual property or other proprietary rights please e-mail Tom Muir at t.muir@crombiewilkinson.co.uk setting out the details of your claim.

7.3 We are the proprietors of all software used in connection with the Service and our Site except such software which is owned by third parties ("the Software"). We may grant you a personal, non-transferable and non-exclusive right and licence (or sub-licence in the case of third party rights which have been licensed to us) to use the object code of the Software for the purpose of accessing the Software, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of the Software or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software.

8 Warranties and Liability

8.1 Where we supply in connection with the provision of the Service or our Site any services supplied by a third party, we do not give any warranty, guarantee or other term as to the quality or skill of these services.

8.2 We are providing our Site on an 'as is' basis and make no representations or warranties of any kind with respect to our Site or its contents and disclaim all such representations and warranties. In addition, we make no representations or warranties

about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in our Site. The information contained in our Site may contain technical inaccuracies or typographical errors. All our liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

8.3 Neither we nor any of our directors, employees, partners, agents or other representatives will be liable for loss or damage suffered by you arising out of or in connection with the use of our Site whatsoever or the provision of any services by us. We advise that you do not rely upon any information or advice set out in our Site whatsoever and you should obtain legal advice in relation to all matters covered in our Site before acting on it. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

8.4 We do not warrant or represent or guarantee in any way that your use of the Services or our Site will be secure uninterrupted always available or error-free or will meet your requirements or that any defects in the Services provided by us or our Site will be corrected. We disclaim liability for and no warranty or representation is made in respect of any telephone or other services, including (but not limited to) coverage, range or any interruption in a telephone or other service.

8.5 We do not warrant or represent or guarantee in any way that:

8.5.1 all statements of users of our Site will be true and accurate; or that

8.5.2 the users of our Site will be honest; and
neither we nor any of our directors, employees, partners, agents or other representatives will be liable for loss or damage suffered by you arising out of or in connection with any user of our Site provided false or inaccurate information to you or acting in a dishonest manner.

8.6 You accept that there may be links to other Internet web sites on our Site that we neither control or endorse nor have we reviewed any content on these other sites. You acknowledge and agree that we shall not be held liable for or responsible for the legality or accuracy of any content whatsoever located on or through another website that does not belong to us or any loss or damage suffered by you whatsoever arising out of or in connection with the use of these other sites. By offering you these links, we do not either impliedly or expressly endorse anything contained on such web sites or have any association with the operators of such web sites. We also expressly exclude liability for any inaccurate, offensive, defamatory or obscene material that appears on these sites.

8.7 Notwithstanding the foregoing, none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

8.8 You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications maintained or transmitted by the Service. You further acknowledge that we reserve the right to change these general practices and limit at any time, in our sole discretion, with or without notice.

8.9 For the avoidance of doubt, nothing in these User Terms shall exclude or limit any liability for death or personal injury caused as a result of our negligence or the negligence of our servants or agents, or caused by fraud.

9 Responsibility

You agree to be responsible for any direct or indirect loss or damage (including, but not limited to, consequential loss and loss of profits, goodwill or business opportunities) claims proceedings costs and expenses whatsoever arising from any third party claim in any jurisdiction in relation to any breach of the provisions of the User Terms by you or your use of the Service or any breach by you of any third party rights.

10 Modification, Suspension and Termination of Service, User Terms and Our Site

10.1 We reserve the right at any time and from time to time in our sole discretion and with or without notice to modify or discontinue, temporarily or permanently, the User Terms, the Service and/or our Site (or any part thereof) or your individual use of the Service and/or our Site.

10.2 Should we decide to modify or discontinue, temporarily or permanently, the User Terms, the Service and/or our Site (or any part thereof) or your individual use of the Service and/or our Site, we will post notification of the changes on our Site. Continued use of the service will signify that you agree to any such changes.

10.3 You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the User Terms, the Service and/or our Site (or any part thereof) or your individual use of the Service and/or our Site.

10.4 Our rights under this section are in addition and without prejudice to all of our other rights and remedies.

11 Sanctions

11.1 As soon as we are made aware of activities that breach the User Terms, prompt action will be taken. If you witness such breaches anywhere on our Site, please notify Tom Muir immediately at t.muir@crombiewilkinson.co.uk

11.2 On being made aware of any such breaches, we may ban, delete or prohibit any content that relates to those breaches or that we judge harmful to individuals or our rights or any of our subsidiaries, affiliates, employees, officers, agents, licensors or partners.

11.3 We reserve the right to take whatever action we deem necessary to prevent such breaches including your automatic ban from our Site. All incidents will be logged and our decision is final in all such cases.

11.4 Any breaches may lead to us reporting your activities to your Internet service provider, your employer, relevant authorities, or to legal action being taken against you, or both.

11.5 In addition we may at any time move, modify or remove any content or take further legal action as a result of breaches or suspected breaches of the User Terms, any applicable laws or regulations or where our rights or third party rights are threatened or infringed.

11.6 If it becomes necessary to take action in accordance with this clause 12 as a result of you breaching the User Terms, or any applicable laws or regulations or where our rights or third party rights are threatened or infringed you agree:

11.6.1 that we shall not be held liable for any direct or indirect loss or damage (including, but not limited to, consequential loss and loss of profits, goodwill or business opportunities) claims proceedings costs and expenses whatsoever you incur resulting from us taking such action; and

11.6.2 you agree to indemnify and hold us and our subsidiaries, affiliates, employees, officers, agents or partners harmless from and against any direct or indirect loss or damage (including, but not limited to, consequential loss and loss of profits, goodwill or business opportunities) claims proceedings costs and expenses whatsoever arising from any third party claim.

12 Force Majeure

We will attempt to provide you with the Service within a reasonable time. We shall not be liable to you or be deemed to be in breach of the User Terms or any contract for the provision of Services by us to you by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the User Terms or any contract for the provision of Services, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the our reasonable control, however, for the avoidance of doubt, matters regarded as beyond our reasonable control will not be limited to the following:

12. 1 Act of God, explosion, flood, tempest, fire or accident;

12. 2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

12. 3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

12. 4 import or export regulations or embargoes;

12. 5 strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or of a third party);

12. 6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; and

12. 7 power failure or breakdown in machinery, including, but not limited to any machinery owned and/or operated by us.

13 Invalidity

If any part of the User Terms are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the User Terms will not be affected.

14 Notices

Unless otherwise expressly stated in the User Terms, all notices from you to us must be sent in writing to either Crombie Wilkinson Solicitors at 19 Clifford Street York, YO1 9RJ or to e-mail Tom Muir at t.muir@crombiewilkinson.co.uk and all notices from us to you will be displayed on our Site from time to time.

15 Third party rights

15.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to the User Terms has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of the User Terms but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

15.2 Consent is not needed from any third party for rescission or amendment (at any time) of the User Terms and no variation to the User Terms nor any supplemental or ancillary agreement to the User Terms shall create any such third party rights unless expressly so stated in any such agreement by you and us

16 Conflict with Privacy Policy

If there shall be any conflict between the provisions of these User Terms and the provisions of our Privacy Policy then the provisions of these User Terms shall prevail.

17 Waiver

No waiver by us of any breach of the User Terms by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

18 Assignment

18.1 Your rights and obligations under the User Terms are personal to you and you must not transfer this agreement, as it is personal to you, without prior written authority from us.

18.2 You undertake that you shall not nor purport to assign, charge, sub-license, lease or otherwise transfer such rights and obligations in whole or in part.

19 Entire agreement

The User Terms, together with our contact details, set out the whole of our agreement relating to the supply of Services to you by us. Nothing said by any person on our behalf should be understood as a variation of the User Terms or as an authorised representation about the nature or quality of any services offered by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

20 Governing law

20.1 The User Terms and any contract for the supply of services between us shall be governed by and interpreted in accordance with the laws of England and Wales and the English courts shall have jurisdiction to resolve any disputes between us. For the avoidance of doubt the User Terms and any contract for the supply of services between us shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or Services.

20.2 Our solicitors and other legal professional are all qualified to practice in England & Wales.

20.3 Our Site is targeted at inhabitants of the United Kingdom.