

# Terms and Conditions of Use

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## **1 Scope**

1.1 These terms tell you the rules for using our websites [www.taylor-rose.co.uk](http://www.taylor-rose.co.uk) and [www.consultant-solicitor.co.uk](http://www.consultant-solicitor.co.uk) (**our site**).

## **2 Who we are and how to contact us**

2.1 [www.taylor-rose.co.uk](http://www.taylor-rose.co.uk) and [www.consultant-solicitor.co.uk](http://www.consultant-solicitor.co.uk) are sites operated by Taylor Rose TTKW Limited ('we', 'us'). We are a limited company registered in England and Wales under company number 9673088 and have our registered office at 69 Carter Lane, London, EC4V 5EQ.

2.2 Our VAT number is: 220 8417 36.

2.3 We are regulated by the Solicitors Regulation Authority with SRA number 623604.

2.4 To contact us, please email [info@taylor-rose.co.uk](mailto:info@taylor-rose.co.uk)

## **3 Acceptance of terms of use**

3.1 These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy. See further under how we may use your personal information.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our site.

3.2 By using our site, 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 site.

## **4 Changes to these terms and our site**

4.1 We amend these terms and update our site from time to time to reflect our users' needs, changes to our services and our business priorities.

4.2 Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## **5 Suspension and withdrawal of our site**

5.1 Our site is made available free of charge.

5.2 We do not guarantee that our site, 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 site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal by way of notification on our site.

5.3 You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **6 Transfer of rights in our site**

6.1 We may transfer our rights and obligations under these terms to another organisation.

## **7 Use of our site**

7.1 Our site is intended for use by people residing in England and Wales. We do not represent that content available on or through our site is appropriate for use or available in other locations.

7.2 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those words are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

7.3 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

7.4 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.

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

7.6 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 material you have made.

## **8 Reliance on information on our site**

8.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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

## **9 Third party links**

9.1 Where our site 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.

9.2 We have no control over the contents of those sites or resources.

## **10 Use of online services**

10.1 We provide access to online services via our site which may require you to create a user account with us. If you choose or 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 not disclose that information to any third party.

- 10.2 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 10.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@taylor-rose.co.uk](mailto:info@taylor-rose.co.uk)
- 10.4 Whenever you make use of a feature that allows you to make contact with other users of our site or upload information to our site, you must comply with the content standards set out in our Acceptable Use Policy.
- 10.5 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 10.6 With the exception of content uploaded to your user account via our online services functions, any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- 10.7 When you upload or post content to our site, you grant to us the following rights to use that content:
- licences granted to the website owner; and
  - licences granted to other user of the site or to third parties.
- 10.8 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.9 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.
- 10.10 You are solely responsible for securing and backing up your content.
- 10.11 We do not store terrorist content.

## **11 Viruses**

- 11.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 11.2 You are responsible for configuring your information technology, computer programmes and platforms to access our site. You should use your own virus protection software.
- 11.3 You must not misuse our site 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 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.
- 11.4 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.

## 12 Responsibility for loss or damage suffered by you

### 12.1 Whether you are a consumer or business user:

- 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 to our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Terms of Business.

#### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use or reliance of any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any direct or consequential loss or damage.

#### **If you are a consumer user:**

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss or business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

## 13 How we may use your personal information

13.1 We will only use your personal information as set out in our Privacy Policy.

## 14 Rules about linking to our site

14.1 You must not establish a link to our home page in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.2 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 without our prior approval and consent. We reserve the right to withdraw linking permission without notice.

14.3 If you wish to link to or make any use of content on our site, please contact [info@taylor-rose.co.uk](mailto:info@taylor-rose.co.uk).

## **15 Registered trademarks**

15.1 'Taylor Rose', 'Taylor Rose MW', 'Taylor Rose TTKW', 'McMillan Williams' and 'MW Solicitors' are UK registered trademarks of Taylor Rose TTKW Limited. You are not permitted to use them without our approval.

## **16 Applicable Laws**

16.1 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.

16.2 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.