# Term of Website use

#### 1. Introduction

Welcome to our website of Adam Bernard Solicitors.

This page tells you the terms on which you may use our website. Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of this site. If you do not agree to comply with and be bound by the Terms of Use you must stop using our Site immediately.

#### 2. About Us

Adam Bernard Solicitors is a firm of solicitors duly regulated by the Solicitors Regulation Authority. Our registered office is at 25 Barking Road, London E6 1PW United Kingdom.

### 3. Payment & Refund Policy

We offer pre-booked consultation by collecting payments upfront, and a full refund is provided if a booking has been cancelled 24 hours prior to the date and time of the appointment. Payments made for any services provided would be final with no refund.

#### 4. Use of the Site

Your use of our site is permitted subject to the following conditions:

- You agree that your use of our site shall be expressly limited to noncommercial personal use;
- We grant you permission for temporary use of the site, but we can withdraw our permission or change our service at any time without notice, and with no legal responsibility to you;

- By continuing to use our site, you agree to follow our Acceptable Use Policy set out at Clause 9 below;
- If you allow anyone else to use our site on your device(s), you must make sure that they read these Terms of Use first, and that they follow them;
- You may only use the site as allowed by law and these Terms of Use. If you do
  not, we may suspend your usage, or stop it completely;
- When you provide your contact details to us, you agree to be contacted by telephone, SMS, email or post by the Adam Bernard Solicitors. By using the site, you agree to us handling this information and confirm that any data you provide is accurate; and
- We follow our Privacy Policy in handling information about you. You can read our Privacy Policy on our website. We also refer you to our Cookie Policy, which sets out our use of cookies on the site.

## 5. Intellectual Property Rights

- All intellectual property rights in the site (including but not limited to the copyright, trademarks, and any rights in the designs or content of the site) are owned solely by us and are protected by copyright.
- We grant permission for you to print one copy and download extracts of any
  page on the site for your reference only, but not for commercial use without a
  licence from us. You must not alter anything, or use any illustrations, video,
  audio or photographs separately from the text that goes with them.
- If you breach this clause, we reserve our rights to withdraw our consent for your use of our site, and you must destroy or return any copies you have made.

## 6. Our Liability and Disclaimers

 To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of

- or in connection with the use of (or inability to use) our site or the use of or reliance upon any content included on our site;
- If you are a business user, we accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage;
- We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statute;
- Insofar as is permitted by law, we make no representation, warranty, or guarantee that our site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure;
- We make reasonable efforts to ensure that the content on our site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date; and
- Nothing in these Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

#### 7. Computer Viruses

Our site security has been enhanced to stand in line with industry best practice standard but it is important that you update your system with the latest antivirus signatures and security patches, and that you use anti-spyware software and a personal firewall. However, we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial-of-service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of our site (including the downloading of any content from it) or any other site referred to on our site; and

We neither assume nor accept responsibility or liability arising out of any
disruption or non-availability of our site resulting from external causes
including, but not limited to, ISP equipment failure, host equipment failure,
communications network failure, natural events, acts of war, or legal
restrictions and censorship.

#### 8. Links to Our Site

- You may link to our Site provided that:
- you do so fairly and legally;
- you do not do so in a manner that suggests any form of association, endorsement or approval on our part where none exists;
- you do not use any logos or trade-marks displayed on our site without our express written permission;
- you do not do so in a way that is calculated to damage our reputation or to take unfair advantage of it; and
- the content on the site providing the link meets with the standards in our Acceptable Use Policy in Clause 9.
- If you do not comply with the provisions set out in Clause 7.1 above, we can end this permission at any time.

#### 9. Links From Our Site

- Our site may contain links to other websites for information purposes, neither operated by nor controlled by us. You acknowledge and agree that we are not responsible for the availability of any third party websites or material accessed via this site;
- We do not endorse nor can be held responsible or liable for any content, product or services available via third-party websites, and do not accept any responsibly for any loss suffered as a result of using those links.

## 10. Acceptable Use Policy

- You may only use our site in a manner that is lawful and that complies with the provisions of this Clause 9. Specifically:
- you must ensure that you comply fully with any and all applicable local, national or international laws and/or regulations;
- you must not use our site in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use our Site to knowingly send, upload, or in any other way
  transmit data that contains any form of virus or other malware, or any other
  code designed to adversely affect computer hardware, software, or data of any
  kind;
- you must not use our site in any way, or for any purpose, that is intended to harm any person or persons in any way;
- You do not have permission to copy in any way or re-sell any part of our site (unless we allow it under our Terms of Use);
- You must not interfere with or damage any part of our site, equipment, server, network, software, database or other storage arrangements.
- We reserve the right to suspend or terminate your access to our site if you materially breach the provisions of this Clause 9 or any of the other provisions of these terms. Specifically, we may take one or more of the following actions:
- suspend, whether temporarily or permanently, any account or profile and/or your right to access our site;
- remove any content submitted by you that violates this Acceptable Use Policy;
- issue you with a written warning;
- take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- take further legal action against you as appropriate, including but not limited to reporting any criminal offences under the Computer Misuse Act 1990;
- disclose such information to law enforcement authorities as required or as we deem reasonably necessary, including your identity; and/or
- Any other actions which we deem reasonably appropriate (and lawful).
- We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that we may take in response to breaches of these terms.

#### 11. Miscellaneous

- We may change these terms from time to time and you must check them for changes because they are binding on you. It is not our responsibility to advise you of any changes and you are deemed to have accepted the latest version of our Terms of Use whenever you use our site.
- If a provision of these Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in full force and effect.
- If any unlawful and/or unenforceable provision of these Terms of Use would be lawful or enforceable if part of it were deleted, that part shall be deemed to be deleted, and the rest of the clause shall continue with full force and effect.
- Nothing under these Terms of Use, express or implied, is intended to be for the benefit of or enforceable by any third party.
- These Terms of Use, together with the Privacy Policy and Cookie Policy, shall
  constitute the entire agreement between you and us to your use of our site,
  and shall supersede all and any previous agreements or terms between you
  and us with your use of the site.

## 12. Applicable Law

- These Terms of Use, Privacy Policy, and Cookie Policy shall be governed by and construed following English law.
- Any disputes arising pursuant to the Terms of Use, Privacy Policy or Cookie
  Policy shall be subject to the exclusive jurisdiction of the Courts of England and
  Wales.
- The parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Terms of Use or any breach thereof.
- All negotiations connected with the relevant dispute(s) will be conducted without prejudice to the rights of the parties in any further proceedings.
- Any dispute shall not affect the parties' ongoing obligations under these Terms
  of Use.

## 13. Contact Us

Please email us on <a href="mailto:info@adambernards.co.uk">info@adambernards.co.uk</a> about any issues.