

# Website Terms and Conditions

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## 1 Introduction

- 1.1 You should read these terms and conditions carefully before using this website (the Site) [which is provided by us free of charge]. References in these terms and conditions to the Site includes the following websites: [www.parfittcresswell.com](http://www.parfittcresswell.com) all associated web pages.
- 1.2 If you do not agree with or accept any of these terms and conditions, you should cease using the Site immediately.
- 1.3 If you have any questions about the Site, please contact us using the details shown below:

e-mail	<a href="mailto:enquiries@parfittcresswell.com">enquiries@parfittcresswell.com</a>
telephone	01825 705 180 ( <i>Monday to Friday: 9am to 5pm</i> ).

- 1.4 Please note that no sale of products or services takes place on this website. Any agreement to provide legal services will be governed by separate terms and conditions in addition to these terms and will be provided to you separately.

## 2 About us

- 2.1 Parfitt Cresswell is a Limited Company and is authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA registration number is 8003996.
- 2.2 We maintain professional indemnity insurance in accordance with our regulatory obligations as imposed by the SRA. Details of our professional indemnity insurance are available for inspection at our offices and/or on request.

## 3 Availability, accessibility and conditions of use

- 3.1 While we make every effort to ensure that the Site is available, we do not represent, always warrant or guarantee in any way the Site's continued availability or uninterrupted use by you of the Site. We reserve the right to suspend or cease the operation of the Site from time to time at our sole discretion.
- 3.2 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at [enquiries@parfittcresswell.com](mailto:enquiries@parfittcresswell.com)
- 3.3 As a condition of your use of the Site, you agree:
- 3.3.1 not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these terms and conditions; and
  - 3.3.2 not to defame or disparage anybody in a manner which is obscene, derogatory or offensive; and
  - 3.3.3 to be responsible for ensuring that your use of the Site is consistent with all applicable laws and regulations.
- 3.4 We reserve the right to prevent or suspend your access to the Site if you do not comply with any part of these terms and conditions or any applicable law.

## **4 Your privacy and personal information**

- 4.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 4.2 Our privacy policy is available by [clicking here](#).

## **5 Cookies and other information-gathering technologies**

- 5.1 Our website uses cookies. Cookies are small text files placed on your device (e.g. computer, smartphone or other electronic device) when you use our website. We use cookies to help us recognise you and your device and store some information about your preferences or past actions. These cookies also allow us to improve our site.
- 5.2 We will ask for your permission (consent) to place cookies or other similar technologies on your device, except where these are essential for us to provide you with a service that you have requested.
- 5.3 You can also opt out of cookies by using your browser's cookie settings. Most browsers automatically accept cookies, but if you do not wish to have cookies on your system, you can set your browser preferences to refuse them or to alert you when cookies are being sent. In order to disable cookies, please consult your browser's 'help' section for instructions. If you do this, please be aware that you may lose some of the functionality of this website. For further information about cookies and how to disable them please go to the Information Commissioner's webpage on cookies: <https://ico.org.uk/for-the-public/online/cookies/>.
- 5.4 For more information on which cookies we use and how we use them, see our Cookie policy.

## **6 Ownership use and intellectual property rights**

- 6.1 The Site and all content within the Site is owned and operated by us and/or our licensors. We and our licensors reserve all rights.
- 6.2 The Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, revise, perform, reproduce, publish, license, deep-link, create derivative works from, transfer, or sell any information or content obtained from the Site unless expressly authorised by us.
- 6.3 Any intellectual property rights (including without limitation all patents, copyright, database rights and trademarks (whether registered or unregistered)) subsisting in any content or material on the Site belong to us and/or our licensors. All rights are reserved for the benefit of ourselves and/or our licensors. Nothing in these terms and conditions grants you any rights in the Site or the content within the Site.

## **7 Disclaimers**

- 7.1 While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise (whether express or implied) that any information is or remains accurate, complete and up to date, or fit or suitable for any purpose. Any reliance you place on the information on the Site is at your own risk. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights.
- 7.2 Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites which may be of interest. It does not constitute technical, financial, or legal advice or any other type of advice and should not be relied on for any purposes.

## **8 Hyperlinks and third-party sites**

The Site may contain hyperlinks or references to external third-party websites. Any such hyperlinks or reference is provided for your convenience only. We have no control over third-party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not constitute an endorsement of such third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

## **9 Equality and diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and diversity policy.

## **10 Warranties and limitation of liability**

- 10.1 You agree that your use of the Site is on an 'as is' and 'as available' basis. Consequently, we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the Site, including without limitation as to completeness, accuracy and currency or any content and information on the Site, or as to satisfactory quality, or fitness for purpose.
- 10.2 To the maximum extent permitted by applicable law and our professional obligations, we exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which we may otherwise have to you because of:
- 10.2.1 any error or inaccuracies in any information or material within or relating to the Site;
  - 10.2.2 the unavailability of the Site for whatsoever reason; and
  - 10.2.3 any representation or statement made on the Site.
- 10.3 Under no circumstances shall we be liable to you for any loss or damage suffered (including without limitation direct or indirect losses) arising from your use of, or reliance on, the Site.

10.4 We do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on the Site or for any other statutory rights which are not capable of being excluded.

## **11 Indemnity**

11.1 If you are in breach of any of these terms and conditions, you agree to indemnify and hold us harmless in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach.

## **12 Variation**

We reserve the right to vary these terms and conditions from time to time without notifying you. By continuing to use and access the Site you agree to be bound by any variation made by us. It is your responsibility to check these terms and conditions from time-to-time to verify such variations.

## **13 Governing law and jurisdiction**

These terms and conditions are governed and construed in accordance with the laws of England and Wales and you consent to the exclusive jurisdiction of the courts of England and Wales.

## **14 Complaints**

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided, please inform us immediately so that we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues at this stage. If you would like to make a formal complaint, then you can read our full complaints procedure [here](#). Making a complaint will not affect how we handle your case.

We will always attempt to resolve any complaints, but where this is not possible, complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

### **Solicitors Regulation Authority (SRA)**

#### **14.1**

The SRA can help you if you are concerned about our behavior. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can raise your concerns with the Solicitors Regulation Authority.

#### **14.2 Legal Ombudsman**

14.2.1 The Legal Ombudsmen can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.

14.2.2 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must usually take your complaint to the Legal Ombudsman:

—within six months of receiving our final written response to your complaint; and

—no more than one year from the date of act/omission about which you are complaining (or within one year from when you should reasonably have known there was cause for complaint)

14.2.3 If you would like more information about the Legal Ombudsman, please use the contact details below:

Visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call: 0300 555 0333 between 9am to 5pm.

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

14.2.4 The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1m, trustees of trusts with asset value of more than £1m and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us.

### **14.3 Complaints and redress via ODR platform**

14.3.1 If we are unable to resolve your complaint, and it relates to a contract entered online or by other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK via the EU ODR platform.

14.3.2 The ODR platform is an interactive website offering a single point of entry for disputes between consumers and traders relating to online contracts. The ODR platform is available to consumer clients only, i.e. where you have instructed us for *purposes outside your trade, business, craft or profession*.

14.3.3 The website address for the ODR platform is: <http://ec.europa.eu/odr>.]