



# Cracknell Law

## WEBSITE TERMS OF USE

These Terms of Use (together with the documents referred to in it) tells you the terms on which you may browse or access this website [www.cracknelllaw.com](http://www.cracknelllaw.com) (the "**Website**").

*By using the Website, you confirm that you accept these Terms of Use and that you agree to comply with them.*

*Please read these Terms of Use carefully before you start to use the Website, as these will apply to your use of the Website. We recommend that you print a copy of this page for future reference.*

**If you do not agree to these Terms of Use, you must not use the Website.**

### OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of the Website:

- our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate; and
- our Cookie Policy, which sets out information about the cookies on the Website.

If you receive services from Cracknell Law, the Cracknell Law Terms of Engagement will apply to the provision of such services. The Cracknell Law Terms of Engagement are available upon request.

### INFORMATION ABOUT US

[www.cracknelllaw.com](http://www.cracknelllaw.com) is a site operated by Cracknell Law Limited, registered in England and Wales under company number 09791288 and has its registered address at Jonathan Scott Hall, Thorpe Road, Norwich, NR1 1UH. Our VAT number is GB 228 7784 63.

### CHANGES TO THESE TERMS

We may revise these Terms of Use and any of the documents referred to therein at any time by updating this webpage.

Please check this webpage from time to time to take notice of any changes to these Terms of Use and/or any of the documents referred to therein, as they are binding on you.

### CHANGES TO THE WEBSITE

We may update the Website from time to time and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time and we are under no obligation to update it.

We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

### ACCESSING THE WEBSITE

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of, and comply with, these Terms of Use and any other applicable terms and conditions.

The Website is directed to people residing in England. We do not represent that content available on or through the Website is appropriate or available in other locations. We may limit the availability of the Website or any service described on the Website to any person or geographic area at any time. If you choose to access the Website from outside of England, you do so at your own risk.

### INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the Website and in the material published on it. Those works are protected by various intellectual property right laws and treaties around the world. All such rights are reserved.

You must not use any text, illustrations, photographs, video or audio sequences or any graphics on the Website for commercial or other purposes without obtaining a licence to do so from us or our licensors.

If you use any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have accessed through the Website.

## **NO RELIANCE ON INFORMATION**

The content on the Website 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 the Website.

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

## **VIRUSES**

We do not guarantee that the Website will be secure or free from bugs or viruses and you should ensure that you have effective virus protection software in place. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. 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 the Website will cease immediately.

## **LINKING TO THE WEBSITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Website in any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on the Website other than as set out above, please contact us at [contact@cracknelllaw.com](mailto:contact@cracknelllaw.com).

## **THIRD PARTY LINKS AND RESOURCES IN THE WEBSITE**

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only.

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

## **LIMITATION OF OUR LIABILITY**

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user 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, the Website; or
- use of or reliance on any content displayed on the Website.

Please note that in particular, we will not be liable for: loss of profits, sales, contract, use, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; pure economic loss; or any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services by us to you, which will be set out in the Cracknell Law Terms of Engagement.

## **APPLICABLE LAW**

These Terms of Use, its subject matter and its 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.

Last Updated: March 2019