

HUMPHREYS
LAW

Humphreys Law
Limited

Terms of website
use

Humphreys Law Ltd
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www.humphreys.law

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THIS AGREEMENT IS MADE BETWEEN:

- (1) **Humphreys Law Limited**, a private limited company registered in England and Wales with company number 10772058 and whose registered address is 5 Merchant Square, London, England W2 1AY (“**we**”, “**our**” and “**us**”); and
- (2) any person who browses and makes use of the Website (“**you**” and “**your**”).

IT IS HEREBY AGREED as follows:

1 Introduction

- 1.1 Please carefully read the terms and conditions of this Agreement before using the Website. You accept the terms of this Agreement by browsing our Website. If you do not agree to these terms, you must not use our Website.
- 1.2 Our Privacy Policy and the Cookie Policy also apply to your use of our Website.
- 1.3 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of the terms of this Agreement, the Privacy Policy and the Cookie Policy, and that they comply with them.

2 Definitions and interpretation

In this Agreement, the words and expressions set out below shall have the following meanings:

Cookie Policy: the latest version of our cookie policy made available on the Website.

Privacy Policy: the latest version of our privacy policy made available on the Website.

Website: the website accessed via the homepage www.humphreys.law.

- 2.1 A reference in this Agreement to a “**party**” or to the “**parties**” is to a party or to the parties to this Agreement.
- 2.2 Clause headings and the table of contents used in this Agreement are inserted for ease of reference only and shall not affect construction.
- 2.3 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.4 Words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 2.5 References to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment (whether before or after the date of this Agreement), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment unless any

such change imposes upon either party any liabilities or obligations which are more onerous than as at the date of this Agreement.

3 Future amendments to this Agreement and to our Website

3.1 We may amend this Agreement from time to time. Every time you wish to use our Website, please check the version of this Agreement available on the Website to ensure you understand the terms that apply at that time.

3.2 We may update and change our Website from time to time without notice to you.

4 Suspension or withdrawal from our Website

4.1 Our Website is made available free of charge.

4.2 We do not guarantee that our Website, 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 Website for business and/or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

5 Use of material on our Website

5.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. All works on our Website are protected by copyright laws and treaties around the world. All our rights are reserved.

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

5.3 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.

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

5.5 You must not use any part of the content on our Website for commercial purposes without obtaining, in advance, a licence to do so from us or our licensors.

5.6 If you print off, copy or download any part of our Website in breach of this Agreement, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made with immediate effect.

5.7 Our Website is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

6 Do not rely on information on this Website

6.1 The content on our Website is provided for general information only. It is not intended to amount to advice (including but without limitation to commercial, legal, financial, regulatory, tax or antitrust 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 Website.

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

7 We are not responsible for websites we link to

- 7.1 Where our Website contains links to other websites 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.

- 7.2 We have no control over the contents of those websites or resources.

8 Our responsibility for loss or damages suffered by you

- 8.1 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 of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- 8.2 We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.

- 8.3 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:

- (a) use of, or inability to use, our Website; or
- (b) use of or reliance on any content displayed on our Website.

- 8.4 In particular, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

- 8.5 Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 8.6 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.

9 Viruses

- 9.1 We do not guarantee that our Website will be secure or free from bugs or viruses.
- 9.2 You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.
- 9.3 You must not misuse our Website 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 Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our 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 our Website will cease immediately.

10 Rules about linking to our Website

- 10.1 You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 10.2 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.
- 10.3 You must not establish a link to our Website in any website that is not owned by you.
- 10.4 Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page.
- 10.5 We reserve the right to withdraw linking permission without notice.
- 10.6 If you wish to link to or make any use of content on our Website other than that set out above, please contact enquiries@humphreys.law.

11 Governing law and jurisdiction

- 11.1 This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.
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