

## Website terms and conditions / Cookies

### 1 About our terms

- 1.1 These terms and conditions of use (**Terms**) explain how you may use this website, lunngroves.co.uk, and any of its content (**Site**). These Terms apply between Jones & Groves Solicitors (**we, us or our**) and you, the person accessing or using the Site (**you or your**).
- 1.2 You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.3 The Site is provided by us to you free of charge for information purposes only.
- 1.4 If you would like these Terms in another format (for example: audio, large print, braille), please contact us using the contact details below.

### 2 About us

- 2.1 We are Charlotte Jones and Stephen Groves trading in partnership as Jones & Groves Solicitors. Our address is 2 Aston Court, Bromsgrove Technology Park, Bromsgrove, B60 3AL. Our VAT registration number is 803407071.
- 2.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA No. 379960).
- 2.3 If you have any questions about the Site, please contact us by:
  - 2.3.1 sending an email to [info@jonesgroves.co.uk](mailto:info@jonesgroves.co.uk), or
  - 2.3.2 calling us on 01527 362720 (our telephone lines are open Monday to Friday: 9 am to 5 pm).

### 3 Using the site

- 3.1 The Site is for your personal and non-commercial use only.
- 3.2 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.3 We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details at the top of this page.
- 3.4 As a condition of your use of the Site, you agree to comply with our **Acceptable Use Policy** (see below) and agree not to:
  - 3.4.1 misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
  - 3.4.2 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.

- 3.5 We may prevent or suspend your access to the Site if you do not comply (whether together or in isolation) with any of these Terms, any part of our Acceptable Use Policy or any applicable law.
- 3.6 You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and Acceptable Use Policy and that they will comply with them. You are responsible for making all arrangements necessary to access the Site.

#### **4 Infringing content**

4.1 We will use reasonable efforts to:

- 4.1.1 delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
- 4.1.2 identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of our Acceptable Use Policy

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

4.2 If you believe that any content which is distributed or published by the Site is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

#### **5 Your privacy and personal information/Cookies**

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 (published online on our website) 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. We do not operate cookies on our website or gather any other web data for analytical or marketing purposes although we reserve the right to do so in the future on written notice published on this website.

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

6.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (**Content**) are owned by us and our licensors.

6.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

6.3 Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.

- 6.4 Use by you or any related third party of any material/Content on the Site for commercial purposes is strictly prohibited unless you have our (or our licensors) prior written permission.
- 6.5 You may print off one copy, and may download extracts, of any page(s) from the Site for your personal reference and you may wish to draw the attention of others within your organisation to material posted on the Site. You must not modify any printed or downloaded paper/digital copies. Our status (and that of any identified contributors) as the authors of any material on the Site must always be acknowledged. If you breach these Terms, you must at our discretion return or destroy any copies of the materials you have made/downloaded.

## **7 Submitting information to the site**

- 7.1 While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.
- 7.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## **8 Accuracy of information and availability of the site**

- 8.1 We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 8.2 We may suspend or terminate access or operation of the Site at any time as we see fit.
- 8.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on by you for any purposes. We disclaim all liability and responsibility arising from any reliance placed by you or any other visitor on the Site and/or the Content. You should always use your own independent judgment when using our Site and its Content.
- 8.4 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

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

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third- party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party advertising or website does not mean that we endorse that 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 and is at your own risk.

## **10 Our responsibility to you**

- 10.1 To the maximum extent permitted by law, we and any third parties connected to us expressly exclude all conditions, warranties and other terms which might otherwise be implied by

statute, common law or law of equity. We further exclude any liability for direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use or results of the use of the Site, any websites linked to it and any materials posted on it including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contract, loss anticipated savings, loss of data, loss of goodwill, wasted management or office time and any other kind of loss or damage howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise even if foreseeable.

- 10.2 Nothing in these Terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation.

## **11 Events beyond our control**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

## **12 No third-party rights**

No one other than us or you have any right to enforce any of these Terms.

## **13 Variation**

- 13.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 13.

- 13.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **14 Complaints**

- 14.1 We will try to resolve any disputes with you arising from the Site, these Terms or our Acceptable Use Policy as quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

- 14.2 If a dispute cannot be resolved using our complaint handling procedure or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.

- 14.3 If you do not wish to use ADR, or are unhappy with the outcome of ADR, you may still bring court proceedings.

- 14.4 The laws of England and Wales apply to these Terms although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

- 14.5 Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales although we reserve the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.

## **15 Feedback**

- 15.1 if you have concerns about any material which appears on the Site or have any feedback about it generally, please contact us.

## **Acceptable Use Policy**

### **1 About this policy**

- 1.1 Together with our website terms and conditions of use detailed above, this acceptable use policy (Policy) governs how you may access and use this website and all associated web pages (Site).
- 1.2 You should read this Policy carefully before using the Site.
- 1.3 By using the Site or otherwise indicating your consent, you agree to be bound by this Policy, which supplements our website terms and conditions of use. If you do not agree with or accept any part of this Policy, you should stop using the Site immediately.
- 1.4 If you have any questions about this Policy, please contact us using the contact details provided in our website terms and conditions of use.
- 1.5** If you would like this Policy in another format (for example: audio, large print, braille) please contact us using the contact details provided in our website terms and conditions of use.
- 1.6 In this Policy:

'we', 'us' or 'our' means Charlotte Jones and Stephen Groves trading in partnership as Jones & Groves Solicitors. Our address is 2 Aston Court, Bromsgrove Technology Park, Bromsgrove, B60 3AL. Our VAT registration number is 803407071. We are authorised and regulated by the Solicitors Regulation Authority (SRA No. 379960).

and

'you' or 'your' means the person accessing or using the Site or its content.

### **2 Acceptable use**

We permit you to use the Site free of charge for personal, non-commercial purposes only and primarily for accessing information about us. Use of the Site in any other way, including any unacceptable use set out in this Policy, is not permitted.

### **3 Unacceptable use**

- 3.1 As a condition of your use of the Site, you agree not to use the Site:
- 3.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Policy or our website terms and conditions of use.
- 3.1.2 to commit any act of fraud.
- 3.1.3 to distribute viruses or malware or other similar harmful software code.
- 3.1.4 for purposes of promoting unsolicited advertising or sending spam.

- 3.1.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing').
- 3.1.7 in any manner that disrupts the operation of our Site or business or the website or business of any other entity.
- 3.1.8 in any manner that harms minors.
- 3.1.9 to promote any unlawful activity (including but not limited to the promotion or sale of any unlawful goods or services).
- 3.1.10 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing.
- 3.1.11 to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
- 3.1.12 to attempt to circumvent password or user authentication methods.

#### **4 Bulletin boards, chat rooms and other interactive services**

- 4.1 We do not at this time but may in the future may make bulletin boards, chat rooms or other communication services (**Interactive Services**) available on the Site.
- 4.2 In the event of adopting Interactive Services, we shall not be obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material (**Submission**) submitted to such Interactive Services. If we do subsequently monitor or moderate Submissions, we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 4.3 We reserve the right to remove or edit any Submission to any of our Interactive Services (if adopted) whether they are moderated or not.
- 4.4 Any Submission you may make must comply with our Submission standards set out in clause 0 below.
- 4.5 By making any Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Site, and on any other websites operated by us, indefinitely.

#### **5 Submission standards**

- 5.1 Any Submission you make to our Interactive Services and any other communication to users of our Site by you must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably.
- 5.2 In particular, any Submission or communication by you must be:
  - 5.2.1 your own original work and lawfully submitted.
  - 5.2.2 factually accurate or your own genuinely held belief.
  - 5.2.3 provided with the necessary consent of any third party.

5.2.4 not defamatory or likely to give rise to an allegation of defamation.

5.2.5 not unlawful, offensive, obscene, sexually explicit, discriminatory, or deceptive and not promotional of such activities; and

5.2.6 unlikely to cause offence, embarrassment or annoyance to others.

## **6 Linking and framing**

6.1 You may create a link to our Site from another website without our prior written consent provided no such link:

6.1.1 creates a frame or any other browser or border environment around the content of our Site.

6.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site.

6.1.3 displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos: or

6.1.4 is placed on a website that itself breaches this Policy.

6.2 We reserve the right to require you to immediately remove any link to the Site at any time and you shall immediately comply with any request by us to remove any such link.

## **7 Using our name/ logo**

You may not use our trademarks, logos or trade names except in accordance with this Policy and our website terms and conditions of use. Any such usage will be subject to observance of our brand guidelines from time to time (if any), details available on request.

## **8 Breach**

We shall apply the terms of this Policy in our absolute discretion. In the event of your breach of this Policy we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions or any other communication to users of our Site by you to law enforcement authorities or take any action we consider necessary to remedy the breach.