

## **WMB LAW Ltd**

### **WEBSITE TERMS OF USE**

#### **Legal Identity**

This website service is provided by WMB Law Ltd also trading as Wright & McMillan Bennett Solicitors of Church Street, Madeley, Telford TF7 5BH. Director Steven Meredith.

Registered in England, registration number: 05490109

VAT Number: 741 6017 57

Regulated by the [Solicitors Regulatory Authority](#) ID: 424034

We employ Third party website developers to develop and host the website.

Set out here are the terms and conditions ("the Conditions") that govern your use of the Website, and the services provided or offered to users of the Website ("User Services"). Our policy relating to the capture and use of personal data ("the Privacy Policy") as detailed on the Website forms a part of these Conditions. It is important that you read and understand these Conditions before you start to use the Website. You can print and keep a copy for your reference.

By using the Website, you indicate that you accept the Conditions and that you agree to abide by them. If you do not agree to the Conditions, please refrain from using the Website.

These Conditions (and all communications) are in English and governed by, and will be construed in accordance with, the law of England, and the courts in that jurisdiction shall have jurisdiction in any legal proceedings. We retain the right to bring proceedings against you for breach of the Conditions in your country of residence or any other relevant country.

The Website is for use only in relation to legal issues in the jurisdiction in which we operate.

The materials on the public portion of this Web site ('materials') are provided for informational purposes only, do not constitute legal advice, do not necessarily reflect the opinions of WMB Law Ltd or any of its lawyers and are not guaranteed to be correct, complete, or up to date.

This Web site is not intended to create a solicitor-client relationship between you and WMB Law Ltd, unless you register as a client and are accepted by this law firm as a client.

Reference to "our" and "we" in the Web site with regard to the provision of a particular User Service is a reference to the applicable provider of the User or Client Service.

You may not establish a link to the Website from any other website without our prior written consent.

We reserve the right to withdraw or amend the services we provide on the Website without notice. From time to time, we may restrict access to some parts, or all, of the Website.

We aim to update the Website regularly and may change the content at any time. Any of the material on the Website may be out of date at any given time and we are under no obligation to update such material.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect

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the operation of any computer software or hardware. 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. You must not use the Website in any way that breaches any applicable local, national or international law or regulation, or which is in any way unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. You must not use the Website to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

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 these terms, and that they comply with them.

### **Copyright and Trademark Notices**

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You may read the contents of this website and make copies of its content for your own personal use. You may make copies of the content or give a copy of the content to others for their personal use on the condition that WMB Law Ltd is acknowledged as the source, the text is not altered in any way and the attention of the recipients is drawn to this warning. All other use and copying of any of the contents of this site is prohibited.

### **Web Site materials and Law Guide Use provided ion this Website**

If you have access to our materials and Law Guide you may use them on the following terms. While every precaution has been taken in compiling the material and Law Guide, we nor any contributors to the materials or Law Guide can be held responsible for any action (or the lack thereof) taken by any person or organisation, wherever they shall be based, as a result, direct or otherwise, of information contained in or accessed through the materials or Law Guide. Any articles for general knowledge published on this website contain basic information on legal matters as applicable to the law in England and Wales and are not meant to provide advice regarding a specific legal problem you may have. We remind you not to rely on this general information without first communicating with us or other legal representation regarding your specific legal situation. Anyone using the materials or Law Guide is recommended to seek specific advice from a suitably qualified person before dealing with any situation which may be covered by any information contained in any part of the materials or Law Guide or before embarking on any course of action.

Reasonable efforts will be made to keep the Web site available for use; however, access is not guaranteed to be available all the time. We will not be liable for any periodic unavailability of the Web site.

Due to the nature of the internet and the possibility of third party interference, the Web site is not guaranteed to be free of all viruses and technical defects of any description. We will not be liable for any damage or loss caused by such third party interference as a result of your use of the Web site.

### **Hyperlinks and email addresses**

This Web site or product may contain hyperlinks to Web sites operated by other parties. Such hyperlinks are provided for your reference only. We do not control such Web sites and are not responsible for their contents. Copying from websites of third parties is subject to any requirements applicable to those sites.

Our inclusion of hyperlinks to such Web sites does not imply any endorsement of the material on such Web sites.

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Spamming, the unsolicited broadcasts of email addresses or links in this website is prohibited and unauthorised.

### **E-mail Correspondence**

We would be pleased to communicate with you by e-mail. However, if you communicate with us through this World Wide Web site or otherwise in connection with a matter for which we do not already represent you, your communication may not be treated as privileged or confidential, unless of course you have registered as a client and you have purchased legal advice from us.

### **Financial Transactions**

We have appointed an agent to collect credit or debit card payments from you on our behalf for any purchases you make through the website. All card transactions from this Website are carried out over a secure link. By transmitting your card details you agree that our agent may use your details for the purposes of:-

- authorising your card;
- debiting your card account for the service you use; and
- informing us that payment has been made.

Fay Wright Director will monitor all compliance issues associated with any financial transactions.

### **Website Privacy Policy**

This privacy policy sets out how WMB Law Ltd uses and protects any information that you give WMB Law Ltd when you use this website. WMB Law Ltd is committed to ensuring that  
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your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from the date shown at the foot of the page.

#### Information gathering technologies

We may store some information (commonly known as a 'cookie') on your computer when you look at the site. This information facilitates your use of our website and may, for example, be used to ensure that you do not need to re-enter your details every time you visit it. If you are uncomfortable with our use of cookies you can disable them by changing the settings on your browser, but please note that if you disable them it may affect some functionality on the site. This includes Google Analytics' who require us to state the following-

*“This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyse how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to*

*use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.”*

We reserve the right to use other tracking technologies in the future.

We may automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to our site. You cannot be identified from this information and it is only used to assist us in providing an effective service on this website.

How we protect your information

The security of your personal information is very important to us. All personal information that you supply to us either in respect of yourself or other individuals in connection with the service will be treated in confidence by us and will be held by us for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you use this site you will be giving your consent to such information being processed by us. Fay Wright is the Data Controller for WMB Law Ltd.

It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that such companies meet the standards of data protection existing within the European Economic Area and specifically that the data is kept securely and only used for the purposes for which it was provided.

The internet is not a secure medium. However, we take security issues very seriously and abide by strict internal standards. Our relevant security procedures are described in this policy.

Firewalls are used to attempt to block unauthorised traffic to the servers and the actual servers are located in a secure location that can only be accessed by authorised personnel.

We also aim to keep your information confidential. Our internal procedures cover the storage, access and disclosure of your information.

What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

## Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question. Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [info@wmblaw.co.uk](mailto:info@wmblaw.co.uk)

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to WMB law Ltd Kingsland House, Stafford Court, Telford TF3 3BD.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

### **Opt in**

Unless you specify otherwise, sending an email, purchasing a service, submitting a question or comment or registering for a newsletter or event on this website automatically opts you in to our promotional mailing list. You agree that WMB Law Ltd shall be free to send you from time to time additional product or company information, including newsletters, product advertisements and / or announcements. Each newsletter, advertisement etc will also provide an opportunity for you to opt out at any time. We will never sell or disclose your email address to anyone.

### **Option to Opt-Out**

If you no longer wish to receive any form of mailings from us including seminar invitations please email your request to [info@wmblaw.co.uk](mailto:info@wmblaw.co.uk)

### **On Line Services**

Additional terms of use apply to the purchase of our online services which are available to view and print off from the Online Services Section of this website and will apply in conjunction with these general terms of use.

### **Accessibility**

We are committed to making our website as accessible as possible for all our website visitors, including those with disabilities.

If you experience problems or have any suggestions for improvement, please email us at [info@wmblaw.co.uk](mailto:info@wmblaw.co.uk).

## **Limitations**

You acknowledge that the exclusions and/or limitations in these Conditions are reasonable having regard to the fact that the Website, Law Guide (if and when available) and the Document Preparation Service are freely accessible and available at no cost.

We shall not be liable for any failure to provide or delay in providing any service resulting from circumstances or events outside of our control, for example due to strikes and other industrial disputes, breakdown of systems or network access, fire or explosions, and power failure.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, and subject to our liability for (1) death or personal injury arising from our negligence and / or (2) fraud, we exclude:-

- all conditions warranties and other terms which might otherwise be implied by statute, common law or equity



- any liability for any direct, indirect or consequential loss or damage incurred by any visitor in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation, any liability for the following losses-
  - data
  - business, goodwill, profits or contracts
  - anticipated savings

If we are held liable for any loss or damage to you for the provision of or failure to provide a User Service, such liability shall in all cases be limited to an amount not exceeding the maximum sum of our professional indemnity insurance in respect of any one claim or series of connected claims.

### **Other conditions**

We shall not be liable for any failure to provide or delay in providing any service resulting from circumstances or events outside of our control, for example due to strikes and other industrial disputes, breakdown of systems or network access, fire, explosions, or power failure.

If any part of these Conditions (and/or notices on the Website) are found to be invalid or unenforceable, then such part will be deemed replaced by a valid and enforceable provision that most closely matches the intent of the original part, and the remainder of the provisions shall continue in full force and effect.

We reserve the right to change the Conditions under which the Website or any User Service is offered. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

Should you have reason to complain, you may do so by telephone, or in writing by email or post. If you have a complaint, please contact us directly and your complaint will be investigated fully by our customer relations team and you will receive a prompt reply.

If you are not satisfied with the way your complaint has been handled you may escalate the complaint in accordance with our complaints procedure.

No forbearance or delay by us in enforcing any of the Conditions will prejudice the rights, powers or remedies available to us and such rights, powers or remedies will be cumulative.

We shall be able to assign the benefit of all or part of the Conditions.

Headings in the Conditions are for convenience only and shall not affect their interpretation.

We reserve the right to change the terms, conditions and disclaimers under which the Website or any User Service is offered.

WMB Law Ltd 16 January 2017