

SMITH HAMILTON

WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE What's in these terms?

These terms tell you the rules for using our website www.smithhamiltonlaw.com (our site).

- Who we are and how to contact us.
- By using our site you accept these terms.
- There are other terms that may apply to you.
- We may make changes to these terms.
- We may make changes to our site.
- We may suspend or withdraw our site.
- We may transfer this agreement to someone else.
- Our site is only for users in England and Wales.
- You must keep your account details safe.
- How you may use material on our site.
- Do not rely on information on our site.
- We are not responsible for websites we link to.
- User-generated content is not approved by us.
- How to complain about or report content.
- Our responsibility for loss or damage suffered by you.
- Exclusion of liability for digital content.
- How we may use your personal information.
- We are not responsible for viruses and you must not introduce them.
- Rules about linking to our site.
- Which country's laws apply to any disputes?
- Our trade marks are registered

Who we are and how to contact us

www.smithhamiltonlaw.com is a site operated by Smith Hamilton Limited (“We”). Smith Hamilton is a trading name of Smith Hamilton Ltd. We are incorporated and registered in England and Wales under company number 10593134 and have our registered office and our main trading address at 5 Bolton Street, Mayfair, London W1J 8BA, England.

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#). See further under How we may use your personal information.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

The supply of services through Smith Hamilton. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. **We may make changes to our site**

We may update and change our site from time to time to reflect changes to our business and services and to improve our client experience.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be available uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. Our site is only for users in England and Wales

Our site is directed to people residing in England and Wales. We do not represent that content available on or through our site is appropriate for use or available in other locations.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures for the purpose of accessing restricted areas of our site, such information is personal to you and you must treat it as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time without notice to you, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by sending us an e-mail to enquiries@smithhamiltonlaw.com or by calling us on +44 (0)20 3907 4017.

How you may use material on our site

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

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

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 or vice versa. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is usergenerated).

You must not use any part of the content on our site for commercial purposes without first obtaining a licence to do so in writing from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

This site, its content, and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in England and Wales (each, a Permitted Territory). By continuing to access, view or make use of this site and any related content and services, you hereby warrant and represent to us that you are located in a Permitted Territory. If you are not located in a Permitted Territory, you must immediately discontinue use of this Website and any related content and services but are welcome to contact us by sending us an e-mail to enquiries@smithhamiltonlaw.com or by calling us on +44 (0)20 3907 4017 to find out more about the services offered by Smith Hamilton.

Do not rely on information on this site

The content on our site 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 our site.

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

We are not responsible for websites we link to

Where our site contains links to other sites 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.

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

User-generated content is not approved by us

This website may include information and materials uploaded or generated by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about or report content

If you wish to complain about any content on our site, please contact us by sending us an e-mail to enquiries@smithhamiltonlaw.com or by calling us on +44 (0)20 3907 4017.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- 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.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you through Smith Hamilton which will be set out in their respective engagement letters and terms and conditions of business.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 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 your:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, and without limitation, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage. **If you are a consumer user:**
- Please note that we only provide our site for domestic and private use. You agree not to use our site 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.

How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#).

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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, or attempted breach, your right to use our site will cease immediately.

Rules about linking to our site

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 our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to link to or make any use of content on our site other than that set out above, please contact us by sending us an e-mail to enquiries@smithhamiltonlaw.com or by calling us on +44 (0)20 3907 4017.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their 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 and Wales.

Our trade marks are registered

The name Smith Hamilton and the Smith Hamilton logo are trade marks of Smith Hamilton Ltd. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under [How you may use material on our site](#).

- In any way that may adversely affect our reputation and/or our business, legal and financial interests.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.

- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- Knowingly to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use here.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.