



Website Policy: Terms of Use



1. Introduction

- 1.1. These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.
- 1.2. The content of this and any other site related to Kirwans Solicitors (content being images, text, sound and video files, programs and scripts) is copyright © Kirwans Solicitors. All rights are expressly reserved.

2. Licence to use website

- 2.1. Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. All these intellectual property rights are reserved.
- 2.2. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.
- 2.3. You must not:
 - 2.3.1. republish material from this website (including republication on another website);
 - 2.3.2. sell, rent or sub-license material from the website;
 - 2.3.3. show any material from the website in public;
 - 2.3.4. reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
 - 2.3.5. edit or otherwise modify any material on the website;
 - 2.3.6. redistribute material from this website, except for content specifically and expressly made available for redistribution (such as our newsletter).

3. Acceptable use

- 3.1. You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.2. The content of this website can be accessed, printed and downloaded in an unaltered form (unaltered including being stretched, compressed, coloured or altered in any way so as to distort content from its original proportions or format) with copyright acknowledged, on a temporary basis for personal study which is not for a direct or indirect commercial use and any non-commercial use.
- 3.3. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from Kirwans Solicitors, without the prior written consent of Kirwans.



- 3.4. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- 3.5. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
- 3.6. You must not use our website to transmit or send unsolicited commercial communications.
- 3.7. You must not use our website for any purposes related to marketing without our express written consent.

4. Restricted access

- 4.1. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.
- 4.2. If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.
- 4.3. We may disable your user ID and password in our sole discretion without notice or explanation.

5. Access to this website and content

- 5.1. We will endeavour to allow uninterrupted access to this website, but access to the website may be suspended, restricted or terminated at any time.
- 5.2. We reserve the right to change, modify, substitute, suspend or remove without notice any information or service on this website from time to time.
- 5.3. We assume no responsibility for the content or services of any other websites to or from which this Website has links.

6. Data Submitted By You

- 6.1. You warrant that you have taken all reasonable precautions to ensure that any data you submit to this Website is true and accurate and free from viruses or anything else which may have a contaminating or destructive effect on any part of this Website or any other technology owned/operated by Kirwans.

7. User generated content

- 7.1. In these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.



- 7.2. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- 7.3. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).
- 7.4. You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- 7.5. We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.
- 7.6. Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.
- 7.7. Proposed content must be submitted to Practice Management and IT Department, who arranges for the publication and removal of content.

8. Limited warranties

- 8.1. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.
- 8.2. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

9. Limitations of liability

- 9.1. Nothing in these terms of use (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.
- 9.2. Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms of use, whether in contract, tort (including negligence) or otherwise, will be limited as follows
 - 9.2.1. to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;
 - 9.2.2. we will not be liable for any consequential, indirect or special loss or damage;
 - 9.2.3. we will not be liable for any loss of profit, income, revenue, anticipated savings,



- contracts, business, goodwill, reputation, data, or information;
- 9.2.4. we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control.

10. Indemnity

- 10.1. You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

11. Breaches of these terms of use

- 11.1. Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

12. Variation

- 12.1. We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

13. Assignment

- 13.1. We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.
- 13.2. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

14. Severability

- 14.1. If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. Exclusion of third party rights

- 15.1. These terms of use are for the benefit of you and us, and are not intended to benefit



any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

16. Entire agreement

- 16.1. These terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

17. Law and jurisdiction

- 17.1. These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the jurisdiction of the courts of England and Wales.

18. Registrations and authorisations

- 18.1. We are registered with UK2, 123-Reg and Cloudflare.
- 18.2. We are subject to the Solicitors' Code of Conduct which is supervised by the Solicitors' Regulation Authority.
- 18.3. We are registered with the Solicitors' Regulation Authority and Law Society. Our professional title is Solicitors and it has been granted in the United Kingdom. We are subject to the Solicitors' Code of Conduct which can be found at www.sra.org.uk.

19. Email Disclaimer

- 19.1. All emails received are confidential and are for use by the addressee only. If a message is received by anyone other than the addressee, it may contain information which is privileged and confidential within the meaning of applicable law.
- 19.2. If you are not the intended recipient please return the message to the sender by replying to it and then delete the message from your computer. Internet emails are not secure and we accept no responsibility for any changes made to this message after it was sent.
- 19.3. The view expressed in email communications may not necessarily be the views held by Kirwans.

20. Warning

- 20.1. Computer viruses can be transmitted via email. Recipients should check all emails and any attachments for the presence of viruses.
- 20.2. Kirwans accepts no liability for any damage caused by any virus transmitted by this email. Email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or



contain viruses.

- 20.3. The sender therefore does not accept liability for any errors or omissions in the contents of any messages, which arise as a result of email transmission.

21. Our details

- 21.1. The full name of our company is Kirwans Solicitors.
- 21.2. We are registered in England & Wales under registration number 71723.
- 21.3. Our registered address is: 363 Woodchurch Road, Prenton, Birkenhead, Wirral, CH42 8PE.
- 21.4. Our VAT number is 595 5994 62.
- 21.5. You can contact us by email at info@kirwanssolicitors.co.uk.
- 21.6. Our SRA Details are:
- Prenton office SRA Number 71723
- Moreton office SRA Number 387278
- Liverpool office SRA Number 443232