

# Website Terms & Conditions





# Farrer & Co

The website [www.farrer.co.uk](http://www.farrer.co.uk) ("the Website") is operated by Farrer & Co LLP (referred to in these Terms & Conditions as "F&Co", "our", "us" or "we").

Farrer & Co LLP ("F&Co" or "we") is a limited liability partnership ("LLP") authorised and regulated by the Solicitors Regulation Authority, registered in England and Wales with registered number OC323570 whose registered office is at 66 Lincoln Inn Fields, London, WC2A 3LH. For the avoidance of any doubt, although our members and some of our employees and consultants are referred to as "partners", they are not all members of the LLP. F&Co is regulated by the Solicitors' Regulation Authority whose rules can be accessed via <http://www.sra.org.uk/handbook/>. A list of the members is open to inspection at the registered office. No member, partner, employee or consultant of F&Co shall have any personal liability in respect of the Website.

Please also refer to our [Privacy / Cookies Policy] for information as to how we process your personal data.

## 1. Acceptance

Your use of the Website is subject to the following Terms & Conditions, which you are deemed to accept by using the Website. If you do not agree to these terms, you must not use our site.

## 2. Copyright

The copyright and all other rights in the material on the Website are owned by us or are included with the permission of the owner of the rights. As a visitor to the Website, you may do the following with the material on this site, unless otherwise indicated: (a) store a reproduction of the material on your local computer for the sole purpose of viewing the material and (b) print hard copies of the material for informational, non-commercial use. Except as provided by any relevant legal provision, no part of any of the material on the Website may be reproduced, adapted, stored in a retrieval system or transmitted without F&Co's prior written consent. Subject to this paragraph, all rights in material on the Website are reserved to F&Co.

## 3. Prohibited use

You agree not to use the Website:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website except where expressly permitted on the Website;
- to disseminate advertisements or for any other commercial purposes (which would include using the Website to promote or encourage the sale of your goods/services);
- to transmit or re-circulate any material obtained from the Website to any third party except where expressly permitted on the Website;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these Terms & Conditions;
- to disseminate any unsolicited or authorised advertising, promotional materials, or any other form of solicitation;
- to disseminate any material which is abusive, defamatory or obscene, may harass, offend or inconvenience any person, applauds, encourages or entices abuse, discrimination or criminal activity or which might restrict or inhibit the use and enjoyment of the Website by any person;
- to harm the Website or disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise to hack (or attempt to hack) into the Website;

- to obtain and/or store personal data derived from the Website;
- in any way that might harm any person or infringe any person or infringe an individual's privacy or other rights;
- in any way that is unlawful (including fraudulent) or that might bring us or any of our associates brands into disrepute; or
- to post link(s) that take users to material that contravenes any of the above restrictions.

#### 4. Information and availability

Whilst F&Co takes every care to ensure that the information on the Website is accurate and complete, some of it may be supplied by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it. Further, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Website is provided on an "as is" and "as available" basis without any warranties of any kind and we do not accept any liability arising from any inaccuracy or omission in the information or interruption in availability.

#### 5. No reliance

The Website contains general information based on English law and, although we endeavour to ensure that the content is accurate and up to date, users should seek appropriate legal advice before taking or refraining from taking any action. The contents of the Website should not be construed as legal or other professional advice and we disclaim any liability in relation to its use. The information on the Website does not necessarily reflect the views and opinions of F&Co.

#### 6. Linking to our Website

When you link to our website, please ensure that you link to the correct page(s) where the content you are referencing is found, and if you prefer to use a general link for our business, please link to our home page, i.e. <https://www.farrer.co.uk>. You may not display the contents of the Website surrounded or by material not originating from us without our consent. If you would like to license our material, please contact us at [marketing@farrer.co.uk](mailto:marketing@farrer.co.uk).

#### 7. Links to other Websites

On the Website you may be offered automatic links to other Websites. Whilst we hope you will be interested in those Websites, you acknowledge that the content on those pages is not subject to F&Co's control, their owners may be independent from us. We do not accept any responsibility for their content and any loss or damage that may arise from your use of them.

#### 8. Computer viruses

F&Co will use reasonable endeavours to ensure that the Website does not contain or propagate any viruses or other malware. However, it is recommended that you should virus check all materials downloaded from the Website and regularly check for the presence of viruses and other malicious code. F&Co excludes to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malware originating or contracted from the Website.

#### 9. Trade marks

"Farrer & Co LLP", "Farrer and Co LLP", "Farrer & Co", "Farrer and Co", "F&CO" and "F AND Co" are trade marks of F&Co, which may be registered in certain jurisdictions. You are not permitted to use any of these and/or other trade marks of F&Co except for the purpose of referring to F&Co or its associated brands lawfully and in good faith only.

#### 10. Registration

On certain parts of the Website (eg our newsletter registration forms) we may require you to register and provide certain information about yourself and where you do this you are required to: (a) provide true, accurate, current and



complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data (by sending an appropriately worded email to [marketing@farrer.co.uk](mailto:marketing@farrer.co.uk)) to keep it true, accurate, current and complete.

### 11. Submission of Information/Data

Where information is provided to F&Co you accept that transmission of information via the Internet is not completely secure. Although we will take reasonable steps to protect your personal data, we cannot guarantee the security of information transmitted to the Website (including via the "Contact us" page, or via our social media channels); any transmission is at your own risk. The provision of personal information by you and use of it by F&Co is subject to F&Co's Privacy Policy, which is incorporated in the Terms & Conditions.

### 12. Liability

To the extent permitted by law, F&Co exclude all liability for any loss or damage suffered by you in connection with the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: the use of, or inability to use, the Website; or the use of or reliance on any of the Website content.

Nothing in these Terms & Conditions excludes or limits liability for death or personal injury caused by negligence of F&Co or its officers or any liability which cannot be excluded or limited under applicable law.

### 13. Severability

In the event that any term of these Terms & Conditions is held to be invalid or unenforceable, the remainder of these Terms & Conditions shall remain valid and enforceable.

### 14. Variation of these Terms & Conditions

These Terms & Conditions were last updated on 1 July 2022. F&Co reserves the right to vary these Terms & Conditions from time to time. Such variations become effective immediately upon the posting of the varied Terms & Conditions on the Website. By continuing to use the Website you will be deemed to accept such variations.

F&Co reserves the right to withdraw or suspend the Website (or any part of it) at any time without notice where we deems this to be necessary and will not be liable to you for such unavailability.

### 15. Law and Jurisdiction

These Terms & Conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction.