

Securer terms and conditions

By using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website. If you register with our website or buy any product or service from our website, we will ask you to expressly agree to these terms and conditions.

Our website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

(A) General disclaimer

(1) Legal information

Much of the legal information on this website consists of summaries of complex legal issues. Legal and factual details and nuances are inevitably omitted from such summaries. Particular circumstances often radically affect the law that applies, and the way that the law applies.

You should therefore never apply the legal information to your own situation without conducting additional research or engaging a lawyer. Nor should you assume that all of the relevant legal material is included on our website.

The law changes constantly, and legal information is always liable to become out-of-date.

Most of the legal information on this website relates to the laws of England and Wales or the United Kingdom, or European Union law. However, this is not always the case. Do not assume that any particular item of legal information relates to any particular jurisdiction.

For all of these reasons, you must not rely upon any information on this website, and we recommend that you take professional legal advice before embarking upon any course of action (or omitting to take any action) that has or may have legal implications.

(2) Exclusion of warranties, representations and guarantees

We do not warrant, represent or guarantee:

- the accuracy of the information published on this website;
- the completeness of the information published on this website;

- that the information published on this website is up-to-date;
- or the information on the website can be applied to achieve any particular result.

To the maximum extent permitted by applicable law we exclude all representations, warranties and guarantees 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).

(3) Limitations and exclusions of liability

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

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.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses.

We will not be liable to you in respect of any loss of or damage to profits, income, revenue, or anticipated savings.

We will not be liable to you in respect of any loss of use or production.

We will not be liable to you in respect of any loss of management time or office time.

We will not be liable to you in respect of any loss of business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

We will not be liable to you in respect of any losses arising out of any acts or omissions of any hosting services provider, payment services provider or other third party services provider.

You accept that we have an interest in limiting the personal liability of our LLP's members and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual members or employees in respect of any losses you suffer in connection with the website or these terms and conditions. This will not, of course, limit or exclude the liability of the LLP itself for the acts and omissions of our members and employees.

(4) Third party content

You acknowledge that some of the information published on this website is submitted or provided by users, law firm partners and other third parties, and that we do not usually review, approve or take editorial responsibility such information.

You agree to the publication of comments, reviews and/or feedback relating to you, by others, on our website. You acknowledge that such comments, reviews and/or feedback may be critical or defamatory or otherwise unlawful; and you agree that you will not hold us liable in respect of any such comments, reviews and/or feedback, irrespective of whether we are aware or ought to have been aware of such comments, reviews and/or feedback.

(5) Website availability

From time to time the website or features of the website will be unavailable. Such unavailability may be the result of defects in the website software, scheduled or emergency maintenance procedures, or failures of third party service providers.

We do not commit to ensuring that the website will be available at any particular time.

Furthermore, we do not commit to ensure that the website will continue to be published in the future.

(6) Interactive features

Our website includes interactive features that allow users to communicate with us and our partner law firms. You acknowledge that, because of the limited nature of such communication, any legal assistance you may receive using any such facility is likely to be incomplete and may be misleading. Any legal assistance you may receive using any such facility does not constitute legal advice and accordingly should not be relied upon. No solicitor-client or attorney-client relationship shall be created through the use of our website.

(7) Contract Alert and other notification services

The Contract Alert service we provide is primarily intended to highlight changes in the law that may affect the drafting of contracts. However, neither it nor our other notification services are intended to be comprehensive, and they should not be treated as a comprehensive contract news or update services. We may discontinue the Contract Alert in our sole discretion at any time.

(8) Our partners

In addition to protecting Securer and its members and employees, the limitations of liability in these terms and conditions shall protect the following persons in respect of any claims made by any Securer customer or any user of this website: (a) any Securer partner; (b) any supplier of any legal document or documents made available on our website; (c) any supplier of other legal content made available on our website; and (d) any officer, employee, partner or member of any person referred to in sub-paragraphs (a) to (c).

(B) Terms and conditions of use

(9) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

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 and conditions of use. You must not: (a) republish material from this website (including republication on another website); (b) sell, rent or sub-license material from the website; (c) show any material from the website in public; (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose; (e) edit or otherwise modify any material on the website; or (f) redistribute material from this website, except for content specifically and expressly made available for redistribution (such as our newsletter).

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

You may access our RSS feed by following the instruction on our website. By accessing the our RSS feed you accept these terms and conditions. Subject to your acceptance of these terms and conditions, and notwithstanding the restrictions set out above, we grant to you a non-exclusive non-transferable non-sub-licensable licence to display our RSS feed in unmodified form on any non-commercial website owned and operated by you. It is a condition of this licence that you include a credit for us and hyperlink to our website

on each web page where the RSS feed is published (in such form as we may specify from time to time, or if we do not specify any particular form, in a reasonable form). We may revoke this licence at any time, by giving your written notice of revocation.

This Section 9 does not apply to the use of our free and premium legal templates. Licences to use the templates are set out below.

(10) Acceptable use

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. 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. 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. You must not use our website to transmit or send unsolicited commercial communication. You must not use our website for any purposes related to marketing without our express written consent.

(11) Restricted access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion. If we provide you with or you generate a password to enable you to access restricted areas of our website or other content or services, you must ensure that that password is kept confidential. You must notify us in writing immediately if you become aware of any unauthorised use of your account or password. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure. You must not use any other person's user ID and password to access our website. We may disable your account on the website in our sole discretion without notice or explanation.

(12) User content

In these terms and conditions of use, "your 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.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your 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. You warrant and represent that your content will comply with these terms and conditions. Your 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).

Your content (and its publication on our website) must not: (a) be libellous or maliciously false; (b) be obscene or indecent; (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right; (d) infringe any right of confidence, right of privacy, or right under data protection legislation; (e) constitute negligent advice or contain any negligent statement; (f) constitute an incitement to commit a crime; (g) be in contempt of any court, or in breach of any court order; (h) be in breach of racial or religious hatred or discrimination legislation; (i) be blasphemous; (j) be in breach of official secrets legislation; (k) be in breach of any contractual obligation owed to any person; (l) depict violence in an explicit, graphic or gratuitous manner; (m) be pornographic or sexually explicit; (n) be untrue, false, inaccurate or misleading; (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; (p) constitute spam; (q) be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or (r) cause annoyance, inconvenience or needless anxiety to any person.

Your content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet. You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

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.

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.

Notwithstanding our rights under these terms and conditions 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.

If you become aware of any content on the website that breaches these terms and conditions, please notify us immediately by email or using our website contact form.

(13) Third party websites

Our website includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third

party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

(C) General and interpretative provisions

(22) Indemnity

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) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

(14) Breaches of these terms and conditions

Without prejudice to our other rights, if you breach these terms and conditions of use in any way, or if we reasonably suspect that you have breached these terms and conditions of use in any way, we may: (a) send you one or more formal warnings; (b) temporarily suspend your access to the website; (c) permanently prohibit you from accessing the website; (d) block computers using your IP address from accessing the website; (e) contact your internet services provider and request that they block your access to the website; (f) bring court proceedings against you for breach of contract or otherwise; (g) suspend and/or delete your account with the website; and/or (h) delete and/or edit any or all of your content.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

(15) Trade marks

Securer and our logo are trademarks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights. The other registered and unregistered trademarks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

(16) Competitions

From time to time we may run competitions, free prize draws and/or other promotions on our website. These will be subject to separate terms and conditions (that we will make available to you as appropriate).

(17) Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website.

(18) Assignment

You hereby agree that we may transfer, sub-contract or otherwise deal with any or all of our rights and/or obligations under these terms and conditions. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions without obtaining our prior written consent.

(19) Severability

If a provision of these terms and conditions 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.

(20) Entire agreement

These terms and conditions, 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.

(21) Law and jurisdiction

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