

# Terms of Use, Privacy Policy, Legal Notices etc.

---

## 1. General

- 1.1. Jackson Brierley Hudson Stoney incorporating A H Sutcliffe & Co (JBHS) is a Partnership. JBHS's office is at The Old Parsonage, 2 St Mary's Gate, Rochdale, OL16 1AP.

## 2. Terms of Website Use

- 2.1. These terms and conditions (the "Terms") set out below will govern your use of this website which can be found at <http://www.jbhs.co.uk> (the 'Website').
- 2.2. References on this Website to 'JBHS', 'the firm', 'we', 'us' or 'our' mean the owners of JBHS. The term 'partner' in relation to JBHS refers to an owner of JBHS or to an employee or consultant with equivalent standing and qualifications.
- 2.3. The legal information on this Website is to provide users with the Terms upon which they use the Website and to make accessible certain other legal and regulatory information which it is best practice to place in the public domain where it can be easily accessed by clients and other interested third parties. The legal information on this Website should, for clients of the firm, be read in association with our client engagement letter, schedule and terms of business (the 'Client Care Documents') and other documents referred to in the Client Care Documents (such as the conditional fee agreement). The Client Care Documents shall take precedence over any legal notice on this Website in the event that they differ from one another.
- 2.4. The Website is owned and operated by JBHS, a firm of Solicitors.
- 2.5. Use of this Website is governed by the following Terms which were last reviewed in February 2014. JBHS reserves the right, at its discretion, to make changes to any part of the Website or these Terms. Should these Terms be amended, JBHS will not notify you and it is your responsibility to check the Terms every time you use this Website. Specific terms may also apply to the provision of any of the services that we provide via this Website. You should check any specific terms that apply to the services which you use.
- 2.6. We reserve the right to alter, suspend or discontinue any part of the Website or the services provided through it, including your access to it. Whilst we make every effort to ensure that the information contained within this Website is correct, visitors should be aware that the information may have become out of date and we give no warranty or make any representation regarding the fitness for purpose, continued availability, quality, accuracy or completeness of the content of this Website. Accordingly, the materials on this Website do not give specific legal advice and should not be relied on as doing so. In particular you should be aware that laws and regulations might be different outside England. Your use of this Website does not create a contractual or solicitor-client relationship between you and JBHS. We recommend you contact the advisers who are named in the Website for advice about particular matters. JBHS excludes all liability for any kind of loss or damage that may result to you or a third party in connection with the use, inability to use, or the results of use of this Website.
- 2.7. Website visitors are permitted to read the contents and to download and store on a temporary basis any of the contents of this Website provided this is for their own personal or non-commercial use. Apart from content specifically made available for download, such as court forms and publications, you may not permanently copy, store or redistribute the contents of this Website in any way. Where we make content available for downloading this is only for your personal use, or for circulation within your business and is not for commercial re-use. You may not set up links from your own websites to JBHS's Website without our prior written consent.
- 2.8. Any links to other websites from this Website are provided for convenience only and JBHS accepts no responsibility or liability in connection with your use or reliance on the content of any linked website. The inclusion of any link does not imply endorsement by JBHS of any linked website or its provider.
- 2.9. For further information on the use of materials from this site, or if you experience any problems with this site, please contact us at our office or by sending an email to [law@jbhs.co.uk](mailto:law@jbhs.co.uk).

## 3. Copyright and Intellectual Property

- 3.1. Copyright and other intellectual property rights in the content of this Website, including any JBHS marks, logos and brands, belongs to JBHS or its licensors (who have expressly licensed content to JBHS). All rights, save as expressly granted, are reserved. If you are in doubt whether an item is copyright or a trade mark of JBHS, please contact us for clarification.

## 4. Disclaimers Relating to Downloads

- 4.1. This Website may allow users to download certain documents which are also available directly from the original source website and various other websites e.g. court forms.
- 4.2. To the extent permitted by law, JBHS excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly in connection with the use of the download facility and the content of any downloaded material including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy or copyright with the downloads, their content or associated services or due to any unavailability of part or all of any associated website or associated service.
- 4.3. The documents available for download are created exclusively by third parties and the firm excludes all liability for any illegality arising from error, omission, inaccuracy or copyright in such material and takes no responsibility for such material.
- 4.4. Any downloads are provided solely for your convenience and the firm does not necessarily endorse the material which can be downloaded and will have no liability to you in respect of the same.
- 4.5. Downloading documents from our Website should not be used as an alternative to legal advice from a qualified solicitor and using any such documents does not create a solicitor-client relationship between you and this firm.
- 4.6. Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- 4.7. The firm cannot guarantee that downloading documents from the Website will be free from error and/or uninterrupted and we shall not be liable for any damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract, negligence or other tortious action, arising out of, or in connection with the download facility or any associated website.
- 4.8. Whilst effort has been taken to ensure that any downloads are free from viruses, no warranties are given to that effect and users are responsible for ensuring that they have installed adequate virus checking software. The firm shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of users' computer hardware. All documents are downloaded at the user's own discretion and risk and the user shall be solely responsible for any damage to the user's computer system or loss of data that results from the download of any documents.
- 4.9. Nothing in these Terms serves to exclude or limit liability for death or personal injury arising from negligence or any liability which is otherwise prohibited from being excluded by law.

## 5. Financial Services and Insurance Mediation

### 5.1. Marketing

5.1.1. Where this Website or any other of our promotional literature or materials refer to the provision of financial services by the firm (such as our ability to help clients arrange after the event legal expenses insurance or title indemnity insurance), such references do not indicate and should not be understood as indicating that the firm is a person to whom the general prohibition does not apply. The general prohibition against providing financial services which are regulated activities does apply to the firm and its Partners and employees. The firm is not authorised by the Financial Services Authority nor is it exempt from authorisation under sections 38 – 39A of the [Financial Services and Markets Act 2000](#).

### 5.2. Insurance mediation activity

5.2.1. The firm is not authorised by the Financial Services Authority. However, we are included on the Register maintained by the Financial Services Authority so that we can carry on insurance mediation activity in the UK, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The Register can be accessed via the [Financial Services Authority website](#).

### 5.3. Investment transactions

5.3.1. The firm is not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. Nothing we say or do should be construed as an invitation or inducement to engage in investment activities, nor as advice on the investment merits of acquiring or disposing of particular investments.

## 6. Electronic Commerce (EC) Directive Regulations 2002 and Provision of Services Regulations 2009

6.1. The following information is provided by us to ensure our compliance with the above regulations:

6.1.1. JBHS is authorised and regulated by the Solicitors Regulation Authority (Number SRA ID:51809) and as such is bound by the SRA Handbook 2011 and associated professional rules, which can be viewed at <http://www.sra.org.uk/solicitors/handbook/welcome.page>.

6.1.2. JBHS is registered for VAT with the registration number 146 4225 78.

6.1.3. JBHS maintains qualifying Professional Indemnity Insurance, details of which can be provided on request at our office.

6.1.4. JBHS is committed to providing an excellent service and operates an internal complaints procedure that can be made available on request. JBHS **Error! Bookmark not defined.**is also committed to cooperating fully with the Legal Ombudsman, contact details of which can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

## 7. Severability

7.1. If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

## 8. Events Beyond our Control

8.1. JBHS will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

## 9. Governing Law

9.1. This legal notice and all issues regarding JBHS's Website are governed by English law. Access is granted on condition that you accept all of the above and agree to the jurisdiction of the courts of England and Wales to settle matters in relation to the Website.

## 10. Reports of Misuse

10.1. JBHS takes feedback very seriously and is constantly looking for ways to improve the Website. If you have any comments or concerns regarding the information or the Website content generally, or would like to report any misuse of the Website, please contact us at our office or by sending an email to [law@jbhs.co.uk](mailto:law@jbhs.co.uk).

## 11. Data Protection and JBHS's Privacy Policy

11.1. JBHS takes data protection seriously and safeguarding the privacy of our Website visitors is important to us. This privacy policy explains how we use any personal information we may collect when you visit our Website. It also explains our use of cookies and tells you how to contact us if you have any queries about how we use your personal information. In using our Website or by registering for any of the specific services we offer through it you are indicating that you understand and accept that your personal information may be used by us in the manner described below.

### 11.2. Links with other websites

11.2.1. This Privacy Policy only relates to the JBHS's Website. Any links from our site to other websites are provided merely for your convenience and do not imply endorsement by us of the content or provider.

### 11.3. Information collected and how we use it

11.3.1. When you access or sign up to any of JBHS's services including newsletters, bulletins, competitions, webinars etc., we may collect and process personal information such as your name, address, telephone number, email address and other information relating to you.

11.3.2. We will store and use your personal information for purposes such as administering and maintaining our relationship with you; providing services or information requested by you; providing you with further information about our products and services; and for auditing usage of our Website. Your information will not normally be disclosed to third parties except where that is necessary for fulfilment of our obligations to you or we are obliged or permitted to do so by law.

11.4. The firm does not use any web intelligence software or collect any personal data about users of this site other than aggregated data which is used to help the firm improve the quality of the site. No information about you is stored by us or transmitted by us to any third party.

### 11.5. Marketing

11.5.1. Occasionally we may contact you with information we think may be of interest to you such as details of events or competitions hosted by JBHS. If you prefer not to receive promotional material from us please contact us by e-mail or at the address listed below.

### 11.6. Use of your information outside the European Union

11.6.1. In order to provide you with requested products and services we may need to transfer your personal information to service partners based in countries outside the European Economic Area (EEA). This does not diminish your rights. JBHS will take all reasonable steps necessary to ensure that any personal information transferred outside the EEA will be treated securely and in accordance with this Privacy Policy.

## 11.7. Security

11.7.1. JBHS has policies and technical measures in place to safeguard and protect your personal information against unauthorised access, accidental loss, improper use and disclosure. However, the internet is not completely secure and though we will do our best to protect your personal information the transmission of your data to us is done so at your own risk.

## 11.8. How we use cookies

11.8.1. Our online services may use cookies, which are small text files originating from us and stored by your computer. The cookie files help identify you and any particular interests or preferences you express, making your future Website visits more efficient, but they do not store any personal information. Save for the use of cookies, we do not automatically log data or collect data. You can set your computer browser to reject cookies but this may preclude your use of certain parts of our Website.

## 11.9. Your rights

11.9.1. You have a right of access to any personal information that JBHS may hold about you (we may charge a small administrative fee for this); to have any inaccurate information about you corrected; and to request that we stop using your personal information for marketing purposes. Access requests should be put in writing and addressed to the Managing Partner at our office.

**12. © Copyright 2014 JBHS. All rights reserved.**