

Terms & Conditions

Terms of Use

Please read these terms and conditions carefully as they contain important information about your rights and obligations. Access to and use of www.yorkshirelawsociety.org.uk (Website) is provided to you (you or your) by The Yorkshire Law Society (we, us, or our) on the following terms and conditions (Terms).

1. Use of Website on these Terms

1.1 All use of the Website is on these Terms as they may be modified and posted on the Website from time to time.

1.2 You are deemed to accept these Terms by your use of the Website. If you do not wish to be bound by these Terms then you must cease use of the Website immediately.

1.3 We may change the Terms from time to time and you should check them regularly. Your continued use of the Website will be deemed to be acceptance of the updated or amended Terms. If you do not agree to the changes you should cease using the Website.

1.4 You agree to use the Website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Website.

1.5 You can print out these terms and conditions by clicking on the printer icon on your browser.

2. Accuracy of information and disclaimer

2.1 We will do our best to ensure all information on the Website is accurate. If you find any inaccurate information on the Website let us know by email to kcyls@tiscali.co.uk and we will use our reasonable endeavours to correct it, where we agree, as soon as practicable.

2.2 You should independently verify any information available on the Website before relying upon it. We make no representations that information is accurate and up to date or complete and accept no liability for any loss or damage caused by inaccurate information.

2.3 Although we hope this Website will be of interest to users, we accept no liability and offer no warranties in relation to it and its content to the fullest extent such liability can be excluded by law.

2.4 We are a distributor (and not a publisher) of content supplied by third parties on the Website. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, advertisers or users, are those of the authors or distributors and not ours.

3. Use of Website and contents

In relation to any content on the Website:

3.1 you may:

(a) display such content electronically on a single computer to one person;

(b) where the Website specifically permits it, download and store one copy of such content in machine readable form; and

(c) print one copy of such content,

for your own personal, non-commercial use.

3.2 you may not:

(a) download, store, reproduce, transmit, display, copy, distribute or use content other than in accordance with Term 3.1 above;

(b) sub-license, rent, lease, transfer or attempt to assign the rights in the content to any other person and any dealing in contravention of this Term 4 shall be ineffective;

(c) make the content available on a network;

(d) use the content in any manner, or transfer or export the content or any copies into any country, other than in compliance with applicable laws; or

(e) allow any other person to use the content other than in accordance with these Terms, any such use of our content requires our prior written permission.

4. Intellectual property

4.1 Except for third party content referred to in Term 4.2, all copyright, trade marks, design rights, patents and other intellectual property rights (whether registered or unregistered) in and on the Website and all content including, but not limited to, text, software, photos, graphics and may in future include video, music and sound shall remain vested in us and our licensors (which includes other users).

4.2 You should be aware that third party content presented to you as part of the advertisements may be protected by intellectual property rights which are owned by the advertisers who provide that third party content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this third party content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of that third party content, in a separate agreement.

5. Complaints

If you have any complaints, you should direct them to us via email at kcyls@tiscali.co.uk or by post to The Administrator at 1 Hall Close, Wheldrake, York YO19 6GB.

6. Applicability of online materials

6.1 The Website is controlled and operated by us from our offices in the UK. Where content published in the advertisements has been contributed by other users or supplied by third parties, you understand that we do not control or endorse their contents in any way. All contents which are offered by other users or third parties, are published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of those

contents (on or off-line) and the use of those contents. You assume total responsibility and risk for your use of the contents of the Website.

6.2 We have used our best endeavours to ensure that all contents comply with UK laws. However, we make no representations that the contents are appropriate or available for use in locations outside the UK. Those who visit the Website from other locations do so of their own initiative and are responsible for compliance with all applicable laws. If use of the Website and/or viewing of it, or use of any material or content on the Website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use the Website and you must exit immediately.

7. Linked websites

We provide hypertext links to other sites operated by other people. We make no representations whatsoever about any other websites which you may access through the Website. When you access any other website you understand that it is independent from ours and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of, such a website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

8. Availability of the Website

We will try to make the Website available to you but cannot guarantee that the Website will operate continuously or without interruptions or will be error free and we accept no liability for its unavailability. You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

9. Liability

9.1 Except as set out in this Term 9, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Website or any information provided through the Website not contained in these Terms. We will do our best to ensure that all information and content on the Website is accurate, but please note that all content and information contained on the Website are provided free of charge and on an "as is" basis and you assume total responsibility and risk for your use of content and information contained in the Website.

9.2 We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of the Website or any information provided through the Website, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.

9.3 If we are liable to you for any reason, our liability will be limited to £100 for a single event giving rise to your claim or £1,000 for a series or series of connected events giving rise to your claim. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

9.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use and is compatible with the Website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

9.5 The limitations and exclusions in this condition do not affect your non-excludable statutory rights which only apply to the extent permitted by applicable law.

9.6 The information on the Website is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any decisions. You should take your own advice.

9.7 If you make an arrangement with anyone named or in connection with the Website this is at your sole risk.

10. General

10.1 We may, but you may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this Term 10 shall be ineffective. These Terms are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

10.2 We may alter these terms and conditions from time to time and post the new version on the Website, following which all use of the Website will be governed by that version.

10.3 These Terms are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by us or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these Terms by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Terms.

10.4 If any provision or term of these Terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

10.5 These Terms and your use of the Website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.

10.6 Neither you nor we will be held liable for any failure to perform any obligation to the other due to causes beyond

your or our respective reasonable control.

10.7 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that right or remedy.

10.8 These Terms do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

11. Notices and correspondence

11.1 All correspondence with or notice to us shall be given to us via email at kcyls@tiscali.co.uk or by post to The Administrator at 1 Hall Close, Wheldrake, York YO19 6GB.

11.2 Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting.

11.3 Further information on these conditions or any queries on them can be obtained from:

The Yorkshire Law Society at 1 Hall Close, Wheldrake, York YO19 6GB.

Telephone (+44) (0)1904 449747

Facsimile (+44) (0)1904 449747

Or email kcyls@tiscali.co.uk

12. Replacement

These Terms replace all other terms and conditions previously applicable to the Website.

The Yorkshire Law Society is a company registered in England with registration number 01902873 and having its registered office at Duncombe Place, York YO1 2DY.

Version 14 November 2008