

The Newcastle and North of England Law Society

Website Terms & Conditions

Please read these terms and conditions carefully before using this website. By accessing or using this website you agree to be bound by these terms and conditions. If you do not agree to these terms, you must stop using this website immediately.

1. Introduction and Definitions

- 1.1. These terms and conditions shall govern your use of newcastlelawsociety.co.uk (hereinafter referred to as "our website" or "the website").
- 1.2. By using our website, you accept these terms and conditions in full and without reservation. If you disagree with any part of these terms and conditions, you must not use our website.
- 1.3. If you visit our website, register with our website, submit any material to our website, or use any services provided through our website, we will ask you to expressly agree to these terms and conditions by means of an active opt-in.
- 1.4. Our website uses cookies. For information about the cookies we use, please see our Website Privacy Policy.
- 1.5. In these terms and conditions:
 - (a) "we", "us", and "our" refer to The Newcastle and North Of England Law Society, a company registered in England and Wales under company registration number 00005506, whose registered office is at *c/o Ward Hadaway, Sandgate House, 102 Quayside, NE1 3DX*;
 - (b) "you" and "your" refer to the user or viewer of our website;
 - (c) "content" means any text, images, graphics, audio, video, software, data compilations, scripts, page layout, underlying code, and any other form of information or material capable of being stored on a computer that appears on, or forms part of, our website;
 - (d) "user content" means any content submitted by users of our website, including but not limited to comments, reviews, forum posts, profile information, and uploaded files;
 - (e) "material" means any information, data, text, graphics, links, or other items contained within our website;
 - (f) "the terms" means these terms and conditions as amended from time to time.

2. Credit

- 2.1. This document was created using a template from website-contracts.co.uk.

3. Intellectual Property Rights

- 3.1. Unless otherwise stated, we or our licensors own the intellectual property rights in the website and all material and content published on the website. Subject to the licence granted in clause 4 below, all of these intellectual property rights are reserved.
- 3.2. Our name, logos, trade names, and trade marks displayed on the website are our registered and/or unregistered trade marks. Nothing in these terms and conditions grants you any right to use any of our trade marks, trade names, or logos without our prior written consent.

- 3.3. The content on this website is protected by copyright laws and international treaties. All such rights are reserved. You acknowledge that the content, including but not limited to text, photographs, graphics, illustrations, and software, is the property of The Newcastle and North Of England Law Society or its content suppliers and is protected by United Kingdom and international copyright laws.
- 3.4. The database rights in the selection and arrangement of the content on this website are owned by The Newcastle and North Of England Law Society. All such rights are reserved.
- 3.5. All third-party trade marks, service marks, and logos that may appear on our website are the property of their respective owners. Any references to third-party marks on our website do not constitute or imply endorsement, sponsorship, or recommendation by those third parties.

4. Licence to Use Website

- 4.1. You may view pages from our website in a web browser, download pages from our website for caching in a web browser, and print pages from our website for your own personal and non-commercial use, subject to the restrictions set out in these terms and conditions.
- 4.2. You must not:
 - (a) republish content from our website, including republication on another website, whether online or in print;
 - (b) sell, rent, lease, sub-license, or otherwise commercialise any content from our website;
 - (c) show or perform any content from our website in public for a commercial purpose;
 - (d) reproduce, duplicate, copy, or otherwise exploit content on our website for a commercial purpose;
 - (e) edit, modify, adapt, or otherwise alter any content on our website, unless the editing is required for the lawful use of the content in accordance with clause 4.1;
 - (f) redistribute content from our website, except for content specifically and expressly made available for redistribution such as a newsletter or RSS feed;
 - (g) use content from our website in any way that infringes any intellectual property rights or other proprietary rights of any person; or
 - (h) remove, obscure, or alter any copyright notice, trade mark, or other proprietary rights notice affixed to or contained within any content on our website.
- 4.3. Where content is specifically made available for redistribution, it may only be redistributed in accordance with any conditions that accompany that content or as specified on our website.
- 4.4. You may forward the URL (link address) of any page of our website to any other person, provided that you do so for non-commercial purposes.

5. Acceptable Use

- 5.1. 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, harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- 5.2. 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 or harmful code.

- 5.3. 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 prior express written consent.
- 5.4. You must not use our website to transmit or send unsolicited commercial communications, including but not limited to spam, junk mail, chain letters, or pyramid schemes.
- 5.5. You must not use our website for any purposes related to marketing, advertising, or promotional activities without our prior express written consent.
- 5.6. You must not use our website in any way that is, or may be, in breach of the Consumer Protection from Unfair Trading Regulations 2008 or any other applicable United Kingdom consumer protection legislation.
- 5.7. You must ensure that all information you supply to us through our website, or in relation to our website, is true, accurate, current, complete, and not misleading.
- 5.8. You must not use our website to engage in any activity that could overload, damage, or impair our servers or networks, or interfere with any other party's use and enjoyment of the website.
- 5.9. You must not attempt to gain unauthorised access to any part of our website, the server on which our website is stored, or any server, computer, or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach or suspected breach to the relevant law enforcement authorities and will co-operate with those authorities.

6. Limited Warranties and Disclaimers

- 6.1. We do not warrant or represent:
 - (a) the completeness or accuracy of the content published on our website;
 - (b) that the content on our website is up to date;
 - (c) that the website will operate without fault or interruption;
 - (d) that the website or the server that makes it available are free of viruses or other harmful components;
 - (e) that the website will be compatible with all hardware, software, or network configurations; or
 - (f) that any defects in the website will be corrected.
- 6.2. The content on our website does not constitute professional advice or recommendations. Before taking or refraining from any action on the basis of the content on our website, you must obtain appropriate professional or specialist advice. The content is provided for general information only.
- 6.3. While we use reasonable efforts to include accurate and up-to-date information on our website, we make no warranties or representations as to its accuracy, timeliness, or completeness.
- 6.4. We reserve the right to modify, suspend, or discontinue, temporarily or permanently, the website or any service to which it connects, with or without notice and without liability to you.
- 6.5. Nothing in these terms and conditions will:
 - (a) limit or exclude any liability for death or personal injury caused by negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law, including the Consumer Rights Act 2015 and the Unfair Contract Terms Act 1977; or
- (d) exclude any liabilities that may not be excluded under applicable law.

6.6. The limitations and exclusions of liability set out in these terms and conditions are subject to clause 6.5 and are in addition to, and not in replacement of, any rights and remedies you may have under applicable law.

7. Limitations and Exclusions of Liability

- 7.1. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 7.2. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 7.3. We will not be liable to you in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.
- 7.4. We will not be liable to you in respect of any loss or corruption of any data, database, or software.
- 7.5. We will not be liable to you in respect of any special, indirect, or consequential loss or damage.
- 7.6. Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of £85 and the total amounts paid and payable to us by you under the contract during the twelve-month period preceding the event giving rise to the claim.
- 7.7. You accept that we have an interest in limiting the personal liability of our officers, directors, employees, and contractors, and having regard to that interest, you agree that you will not bring any claim personally against our officers, directors, employees, or contractors 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 Newcastle and North Of England Law Society itself for the acts and omissions of our officers, directors, employees, and contractors.
- 7.8. The limitations and exclusions of liability set out in this clause 7 and elsewhere in these terms and conditions:
 - (a) are subject to clause 6.5; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence), and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

8. User Content

- 8.1. In these terms and conditions, "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.
- 8.2. By submitting user content to our website, you grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate, and distribute your user content in any existing or future media. You also grant us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

- 8.3. 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 and in any jurisdiction).
- 8.4. 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.
- 8.5. You must not submit any user content to the website that is or could reasonably be considered obscene, offensive, hateful, inflammatory, defamatory, discriminatory, threatening, abusive, or in breach of confidence, in breach of any person's privacy, or in breach of any applicable law or regulation.
- 8.6. We reserve the right to edit or remove any user content submitted to our website, or stored on our servers, or hosted or published on our website at any time, for any reason, and without notice to you.
- 8.7. Notwithstanding our rights under clause 8.6, we do not undertake to monitor the submission of user content to, or the publication of user content on, our website.
- 8.8. You warrant and represent that your user content will comply with these terms and conditions, and you will be liable to us and shall indemnify us for any breach of that warranty or representation. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.
- 8.9. If you become aware of any user content that breaches these terms, please notify us immediately at mail@newcastlelawsociety.co.uk.

9. Indemnity

- 9.1. You hereby indemnify us, and undertake to keep us indemnified, against any and all 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 and arising directly or indirectly out of:
 - (a) your use of our website or any service on our website;
 - (b) any breach by you of any provision of these terms and conditions;
 - (c) any claim made by a third party that any user content you have submitted to our website infringes the intellectual property rights or other proprietary rights of, or has caused loss or damage to, that third party; or
 - (d) your violation of any applicable law, regulation, or third-party right.
- 9.2. This indemnity shall not apply to the extent that any loss or damage arises as a direct result of our own negligence or wilful misconduct.
- 9.3. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to co-operate with our defence of such a claim.

10. Breaches of These Terms and Conditions

- 10.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;

- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

10.2. 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 by creating and/or using a different account.

11. Third Party Websites

- 11.1. Our website includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over third party websites and their contents, and subject to clause 6.5 we accept no responsibility for them or for any loss or damage that may arise from your use of them.
- 11.2. If you decide to access any third party website linked from our website, you do so entirely at your own risk and subject to the terms and conditions of use of those third party websites.
- 11.3. The inclusion of a hyperlink to a third party website on our website does not constitute or imply any endorsement, approval, sponsorship, or recommendation of, or affiliation with, that third party or that third party's website, products, or services.

12. Variation of Terms

- 12.1. We may revise these terms and conditions from time to time by publishing a new version on our website.
- 12.2. A revision of these terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you are advised to check this page regularly to ensure you are familiar with the current version.
- 12.3. Where we make material changes to these terms and conditions, we will use reasonable efforts to notify registered users by email or through the notification system on our website. However, it remains your responsibility to check for any updates.
- 12.4. If you do not agree to the revised terms and conditions, you must stop using the website. Continued use of the website after the publication of revised terms and conditions constitutes acceptance of those revised terms and conditions.

13. Assignment

- 13.1. You hereby agree that we may assign, transfer, sub-contract, or otherwise deal with our rights and/or obligations under these terms and conditions without your prior consent, provided that this does not materially reduce the protections afforded to you under these terms and conditions.
- 13.2. You may not, without our prior written consent, assign, transfer, sub-contract, or otherwise deal with any of your rights and/or obligations under these terms and conditions.

14. Severability

- 14.1. If any provision of these terms and conditions is determined by any court or other competent authority to be unlawful, void, or unenforceable, the other provisions of these terms and conditions will continue in effect.
- 14.2. If any unlawful, void, or unenforceable provision of these terms and conditions would be lawful, valid, 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.

- 14.3. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision.

15. Entire Agreement

- 15.1. Subject to clause 6.5, 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.
- 15.2. These terms and conditions supersede all previous agreements, arrangements, undertakings, and representations between you and us in relation to your use of our website, whether written or oral.
- 15.3. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance, or warranty of any person (whether a party to this agreement or not) other than as expressly set out in these terms and conditions.

16. Law and Jurisdiction

- 16.1. These terms and conditions shall be governed by and construed in accordance with English law.
- 16.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 16.3. Nothing in this clause shall limit the right of any party to seek interim or injunctive relief in any court of competent jurisdiction.
- 16.4. If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including clause 16.1 and clause 16.2, affects your rights as a consumer to rely on such mandatory provisions of local law, or your statutory right to bring proceedings in the courts of your country of domicile.

17. Statutory and Regulatory Disclosures

- 17.1. In accordance with the Companies Act 2006, the Electronic Commerce (EC Directive) Regulations 2002, and any other applicable legislation, we make the following disclosures:
- (a) Our full company name is The Newcastle and North Of England Law Society.
 - (b) We are registered in England and Wales under company registration number 00005506.
 - (c) Our registered office is at *c/o Ward Hadaway, Sandgate House, 102 Quayside, NE1 3DX*.
 - (d) We are not VAT registered.

18. Our Details

- 18.1. This website is owned and operated by The Newcastle and North Of England Law Society.
- 18.2. We are registered in England and Wales under registration number 00005506, and our registered office is at *c/o Ward Hadaway, Sandgate House, 102 Quayside, NE1 3DX*.
- 18.3. Our principal place of business is at *c/o Ward Hadaway, Sandgate House, 102 Quayside, NE1 3DX*.
- 18.4. You can contact us:
- (a) by post, using the postal address The Newcastle and North Of England Law Society, c/o Ward Hadaway, Sandgate House, 102 Quayside, Newcastle upon Tyne, NE1 3DX;

- (b) using the contact form on our website at www.newcastlelawsociety.co.uk/index.cfm/about/contact/;
- (c) by telephone, on 0191 2325654; or
- (d) by email, using mail@newcastlelawsociety.co.uk.

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