

Website Terms of Use

By using this Website you agree that you have read these terms and conditions and that you agree to them. These terms and conditions and your use of this Website are governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English courts. If you do not agree to these terms and conditions, you are not authorised to use this Website.

You may print off and keep a copy of these terms. They are a legal agreement between you and Edmonds Marshall McMahon (“us”) and can only be modified with our consent. We reserve the right to change the terms at our discretion by changing them on the Website. Other terms may apply in respect of certain areas of the Website. If this is the case, you will be made aware of the terms which apply to those areas.

Please read the terms and conditions below:

Legal Information

Any information about our services provided on the Website is for general information only, does not take account of any individual circumstances and may not reflect recent changes in the law.

The information on the Website refers only to the law of England and Wales and is intended only for residents of England and Wales. Users should be aware that laws and regulations may be different outside England and Wales.

Detailed specialist advice should always be obtained from a suitably qualified lawyer before taking, or not taking, any action.

Disclaimers & Exclusion of Liability

Although care is taken to ensure that the information on the Website is accurate and up to date, we cannot accept any responsibility for mistakes or omissions. In particular, any articles in our archives that may be out of date. We enter into no express or implied conditions, warranties, terms or representations regarding the quality, accuracy or completeness of the information.

We exclude to the extent lawfully permitted all liability for loss or damage, whether direct, indirect or consequential (including, without limitation, loss suffered as a result of breach of these terms which is not a foreseeable consequence of the breach, lost profits, lost opportunity, lost business, loss of goodwill, loss of contracts, increased overheads or administrative expenses or management time) arising out of your use of or inability to use this Website, or from any information or omission contained in this Website.

We do not exclude our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or any other liability, which cannot be excluded or limited by law.

While we try to ensure that the Website is available 24 hours a day, we cannot guarantee this and will not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair, for reasons beyond our control or any other reason we consider to be appropriate in the circumstances. We shall have no liability in respect of any such suspension.

Except where specifically stated in respect of on-line products, nothing in these pages constitutes either an offer or legal or other professional advice and by using this Website you confirm that you have not relied on any such content.

The Website contains links to other websites not operated or controlled by us. If you use these links, you will leave the Website. These links are provided for convenience only and do not constitute any endorsement by Edmonds Marshall McMahon of the organisation promoted on the linked websites, their products or services.

We do not have any control over such linked websites or the content of them and cannot accept any responsibility for them. Please note that although reasonable care is taken to ensure that the Website and the materials available from it are virus-free, we cannot accept responsibility for any viruses, which may affect any material you download.

You may not misuse the Website (including, without limitation, by hacking, attempting to gain unauthorised access to the Website or any server on which the Website is stored, or by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful). You may not attack the Website via a denial of service attack or a distributed denial of service attack.

By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website.

Intellectual Property

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You may create links to the Website but must not frame the Website on any other site nor may you create a link to any part of the Website other than the home page without our prior written consent.

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