

WEBSITE CONDITIONS OF USE

1. GENERAL

1.1 These conditions of use apply between Themis Lawyers Ltd (registered number **08880267**) which is the owner of the Website and whose registered office is at 394 Barlow Moor Road, Chorlton, M21 8BH (“**Themis Lawyers Ltd** “we,” “us” or “our”) and the user or viewer of the Website (“you” or “your”), together “the parties” and each “a party”.

1.2 By proceeding with access to the Website you are deemed to have accepted these conditions of use. If you do not agree with these conditions of use you must leave the Website immediately.

1.3 Our usage of your personal information is governed by our privacy notice. Please read this carefully as it deals with your rights and our obligations in relation to your personal data, including what we can do with it, to whom we may disclose it together with your rights of access.

1.4 We reserve the right to amend these conditions of use from time to time without notice to you. We recommend you regularly revisit this page to ensure you have seen and are aware of our latest terms.

2. DEFINITIONS AND INTERPRETATION

In these conditions of use, the following words shall have the following meanings:

“**Confidential Information**” means the terms of these conditions of use, the Data and any information in whatever medium, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party and any other information clearly being designated as being confidential or which ought reasonably to be considered confidential;

“**Data**” means, as applicable, all information, data and materials provided by or on behalf of you;

“**Data Protections Laws**” means the General Data Protection Regulation (Regulation (EU) 2016/679) , and all subordinate legislation passed pursuant to it and any amendments, revisions, re-enactments or consolidations of it or any substitute legislation;

“**Intellectual Property**” means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature;

“**Virus**” means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“**Website**” means the website located at <https://themislawyers.co.uk>

3. ACCURACY AND VALIDITY OF INFORMATION

3.1 Whilst we take all reasonable steps to ensure that the information contained within the Website is accurate and up-to-date, it is nonetheless supplied on an “as is” basis and accordingly we do not accept any liability for any errors or omissions.

3.2 If you are in any doubt as to the validity of information made available with the Website, we recommend you seek verification by contacting us.

3.3 Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.

4. USE OF THE WEBSITE

4.1 The Website is intended for commercial use only. Interference or entry to the Website with intent to corrupt, damage or deny service is taken seriously and we will take such action as is necessary to protect the Website from any such activities.

4.2 You must ensure that the Data you give us about you and any information which you provide to us about any third party while using the Website are correct.

4.3 We reserve the right to withdraw access to the Website and/or the System without prior notice if we believe that there has been a breach or abuse of the System, Website or these conditions of use.

5. DATA AND MATERIALS

5.1 We shall follow our standard archiving procedures for any Data and information submitted by you through the Website. In the event of any loss or damage to such Data, your sole and exclusive remedy shall be for us to use reasonable endeavours to restore such Data from the latest back-up maintained by us in accordance with such archiving procedures.

6.2 You agree that the Data will be used for the purposes of enabling the progression on your file. Data may also be used by Themis Lawyers Ltd, third party Solicitors, insurers, lenders, medical expert, engineering experts, courts enable the progression of files.

6.3 Each party agrees to comply with the relevant provisions of the Data Protection Laws and any directions issued by the Information Commissioner in its processing of Personal Data (as defined in the Data Protection Laws) where such Personal Data is comprised in the Data.

7. INTELLECTUAL PROPERTY

7.1 You acknowledge that all Intellectual Property in the whole and every part of the Website belongs and shall belong to Themis Lawyers Ltd, unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in any media by you or by any person without the prior written consent of Themis Lawyers.

8. AVAILABILITY OF THE WEBSITE

8.1 Whilst we take all reasonable steps to ensure the Website is always accessible we will not be held liable if, for any reason, the Website is unavailable for any period. We may also have to suspend access to the Website for routine or emergency updates and maintenance but we will endeavour to keep any disruption to a minimum.

8.2 We cannot warrant that the Website will be free of viruses or defects of any description and we will not be held responsible for any technical problems you may suffer as a result of your use of the Website.

9. CONFIDENTIALITY

9.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under these conditions of use and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under these conditions of use to those of its partners, members, employees, officers and professional advisers (and in the case of Themis Lawyers Ltd to any other such third parties) who need to have access to it.

9.2 Each party shall take all reasonable precautions (and at least as great as those it takes to safeguard its own confidential information) to safeguard the Confidential Information, including maintaining appropriate technical and organisational measures to safeguard the Confidential Information having regard to the sensitive nature of the Confidential Information and the harm that might result from its misuse.

9.3 Each party shall keep Confidential Information of the other party as disclosed to it for so long as is necessary for the proper performance of its duties under these conditions of use and in the case of Themis Lawyers Ltd, in line with any Data Protection Policy as may be in place from time to time.

9.4 The provisions of clause 9.1 shall not apply to Confidential Information that:

9.4.1 the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;

9.4.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause 9.1 shall only apply from the date that the relevant Confidential Information enters the public domain;

9.4.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or

9.4.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.

10. LIABILITY

10.1 We shall not be liable for any loss or damage that you or a third party may suffer in connection with the Website in any way, including loss or damage due to viruses that may infect your computer equipment, software, data or other property or your downloading of any material. Nothing in these terms and conditions shall exclude or limit our liability for death, personal injury or fraud.

11. COMMUNICATIONS

11.1 You should be aware that communications over the Internet, such as e-mails, are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered- this is the nature of the internet. We cannot accept any responsibility for unauthorised access or loss of personal information that is beyond our control.

12. DISCLAIMER

12.1 Whilst Themis Lawyers uses all reasonable efforts to ensure that the information contained on the Website is current, accurate and complete at the date of publication, no representation or warranties are made (express or implied) as to the reliability, accuracy or completeness of such information. Themis Lawyers therefore, cannot be held liable for any loss arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on the Website. We publish this content as supplied to us and are not responsible for its accuracy or timeliness. You must take appropriate steps to verify this information before acting upon it. In addition, no warranty is given as to the freedom of the Website from errors, defects, viruses or other malicious programs or macros.

12.2 Neither Themis Lawyers nor any other company in the Themis Lawyers will be liable for any loss of use, profits, savings or data or any indirect, special or consequential damages or losses, whether such losses arise in contract, negligence or tort, including without limitation to the foregoing any losses in relation to your use of, reliance upon or inability to use the Website.

13. JURISDICTION AND CHOICE OF LAW

13.1 The Website is established by Themis Lawyers in England. Any use of it shall at all times be governed by English law and, in the event of any dispute, the relevant parties shall irrevocably submit to the exclusive jurisdiction of the English courts.

13.2 To the extent that any part of these conditions of use is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction such part shall to that extent be severed from the remaining terms all of which shall remain in full force and effect as permitted by law.

14. VARIATIONS

14.1 These conditions of use were last updated on 8th May 2018.

Complaints

Themis Lawyers are committed to high quality legal advice and client care.

If however you are unhappy about any aspect of the service you have received, in the first instance please contact the person who is dealing with your matter with your concerns but if you want you can also contact one of the Directors Ms Sobia Zahoor or Ms Fazeela Anwar at Themis Lawyers Ltd, 394 Barlow Moor Road, Chorlton, M21 8BH or email info@themislawyers.co.uk.

Please also note that the firm has a formal complaints procedure, a copy of which is available on request.

Please note that you also have the right to complain to the Legal Ombudsman at the Conclusion of your complaint process and you can do this within six months of your last contact with your lawyer or law firm. Contact details for Legal Ombudsman are as follows:

Legal Ombudsman, PO Box 15870, Birmingham, B30 9EB
Email: enquiries@legalombudsman.org.uk

Our complaints policy

Themis Lawyers are committed to high quality legal advice and client care

We are committed to providing a high-quality legal service to all our clients. If something goes wrong, we need you to tell us about it so that we can address the issue with you. This will also help us to monitor and improve our standards.

Our complaints procedure

If you have any concerns about the way in which your matter is being conducted, or unhappy with any aspect of our service or the costs you have been charged, you should raise your concerns in the first instance with the person who has conduct of your matter.

In many cases the person who has conduct of your matter, together with their supervisor, will be able to resolve any problem with you swiftly and effectively.

However we accept that there may be occasions when the member of staff is unable to resolve your complaint, or you may feel it is sufficiently serious that an investigation should be undertaken into the matter by a more senior member of the firm.

If you have a complaint which you feel has not been dealt with satisfactorily by the member of staff concerned, please contact the relevant Head of Department, whose name and contact details will be contained in your initial Client Care letter. If your complaint concerns the Head of Department, she will pass it to another partner in the firm to consider.

What will happen next

1. We will send you a letter acknowledging receipt of your complaint, normally within 3 working days of us receiving the complaint, enclosing a copy of this procedure.
2. Responsibility for handling your complaint will be assigned to a member of the firm best placed to carry out the investigation. Normally this will be the Head of Department for the member of staff concerned. The person handling your complaint will then investigate it. This will normally involve speaking to the member of staff who acted for you and reviewing your matter file with them. We may need to ask you for further information about your complaint.

3. The person handling your complaint will contact you, either in writing or by telephone, to discuss your complaint with a view to resolving it. If appropriate we may invite you to a meeting to discuss your complaint. We aim to complete this stage and give a detailed response to your complaint, including our suggestions for resolving the matter, within 15 working days of sending you the acknowledgement letter. Complaints can vary in their complexity, and if dealing with your complaint may take longer than this we will let you know and give you our anticipated response date.
4. In the event that the person handling your complaint has held a telephone discussion or meeting with you, he/she will write to you to confirm what took place and any solutions he/she has agreed with you within 5 working days of the discussion or meeting.
5. If you remain unhappy at this stage of the procedure, you may ask for your complaint to be escalated to the Complaints Handling Partner for the firm. Your complaint will be reviewed and further investigations may be carried out if necessary. We will write to you within 15 working days of receiving your request for this review, confirming our final position and explaining our reasons.
6. We have eight weeks to consider your complaint. If you remain unhappy with our final response you may have the right to refer your complaint to the Legal Ombudsman, an independent organisation with powers to resolve complaints about legal services.

Contact details for the Legal Ombudsman are:

- Website – www.legalombudsman.org.uk
- Telephone – 0300 555 0333.
- E-mail – enquiries@legalombudsman.org.uk
- Postal address – Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.

If we send you a final written response to your complaint, the time limit for you to refer the matter to the Legal Ombudsman is normally six months from the date of that final response. If you do not refer your complaint to the Ombudsman within that six month period, your complaint may not be accepted by the Ombudsman.

7. Alternative complaints resolution bodies also exist and are competent to deal with complaints about legal services, should both you and our firm agree to use such a scheme at the end of our internal complaints process. They provide Alternative Dispute Resolution (ADR) services.

We will not charge you for investigating a complaint made by you.

If we have to change any of the timescales above, we will let you know and explain why.

Finally the Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.