

## **Website Terms and Conditions, Including Website Privacy Policy**

The following contains the Terms and Conditions, including the Privacy Policy, for using the website of Melanie Best Employment Lawyer, [www.melaniebest.co.uk](http://www.melaniebest.co.uk), (“this Website”). The Terms and Conditions and the Privacy Policy are together referred to as “the Conditions”.

**It is important that you read this carefully.**

### **1. Use of This Website**

Use of this Website is provided in accordance with the Conditions.

By using this Website you are deemed to agree to the Conditions in full.

If you do not agree to the Conditions in full, do not use this Website.

Any use of this Website must be strictly in accordance with the Conditions.

### **2. Nature of this Website**

This Website contains general information only and is for the purpose of information only.

Nothing on this Website constitutes, or should be construed as, legal advice or professional advice.

Information on this website or in any materials contained or referred to on this website should not be relied upon as a substitute for specific advice about your particular situation or circumstances.

By using this Website you are confirming and agreeing that you have not relied upon the content of it or the content of any materials contained or referred to on it. If you wish to consult Melanie Best about a specific legal problem or matter, please contact her.

Melanie Best does not accept any responsibility for any errors, omissions or misleading statements or for any loss which may arise from any reliance on the content of this website or any materials contained or referred to on it.

### **3. Instructing Melanie Best**

If you instruct Melanie Best to act for you following, or in connection with, your use of this Website, you will receive a client care letter and Melanie Best’s Terms of Business.

### **4. Melanie Best’s Rights**

Melanie Best reserves the right, with or without notice, to do the following temporarily or permanently:

- To change this Website, or any part of it. Please check this Website for the latest version;

- To withdraw this Website, or any part of it;
- To change or withdraw your access;
- To change the Conditions, or any part of them. Please check this Website for the latest version. You should note that if you continue to use this Website following any change to the Conditions, your continued use is deemed to be your acceptance in full of any changes. It is your responsibility to check regularly whether the Conditions have been changed. If you do not agree to any change to the Conditions, stop using this Website immediately.

You acknowledge and agree that Melanie Best has no liability whatsoever to you or to any third party as a result of exercising her rights under the Conditions.

### **5.Third Party Links**

Melanie Best may provide links to other websites or resources (“Third Party Websites”) for your information and for you to access if you wish to in your sole discretion. It is your responsibility to satisfy yourself in all respects about any Third Party Websites you use, including, but not limited to, checking their Terms and Conditions, Privacy Policy, information handling practices and whether they meet any relevant regulation requirements.

Under no circumstances are you permitted to create a Third Party Website link from or to this Website.

You acknowledge and agree that Melanie Best:

- Does not endorse nor approve in any way any Third Party Websites;
- Has no responsibility or liability whatsoever, directly or indirectly, for any Third Party Websites, including for, but not limited to, products, goods, materials, services (available on or through them), their content, operation, regulation, availability, advertising, Terms and Conditions, Privacy Policy, information handling practices, communication practices or their infringement of any law or the rights of any person, company, body or other entity.

## **6.Privacy Policy**

This Privacy Policy applies only to personal data as defined in section 1 of the Data Protection Act 1998.

This Policy does not apply to any Third Party Websites linking from or to this Website.

In holding personal data Melanie Best will comply with the Data Protection Act 1998 and will not use personal data in such a way as to breach that Act.

If you wish to contact Melanie Best or send an enquiry or comment to her through this Website using the Contact/Enquiry facility, it will be necessary for you to provide your name (personal or company), your e-mail address and a contact telephone number (“Contact Information”). This Website also gives you the opportunity to opt into receiving further information about the services Melanie Best offers that may be of interest to you.

Please note that when you access this Website Melanie Best, her website providers and third party content providers may collect information about where you are on the internet (e.g. the URL you came from, IP address, domain type), browser type, the telephone area and country code where your computer is located, the pages of this Website you accessed, any advertisements you clicked on and any search terms you entered on this Website (“User Information”). User Information may be collected whether or not you use the Contact/Enquiry facility on this Website or instruct Melanie Best to act for you in a matter.

Melanie Best will use the Contact and User Information only for the following purposes (“User Information Purposes”):

- For statistical analysis and survey purposes to improve this Website and its services;
- To serve the content of this Website and advertisements;
- To administer this Website;
- If you agree, to notify you of services that Melanie Best offers that may be of interest to you.

Subject to the next paragraph below, Melanie Best will only disclose Contact and User Information to other businesses associated with her in order to fulfil the User Information Purposes, e.g. businesses that undertake statistical analysis, in which case she will enter into an agreement with those businesses requiring them to only process the Contact and User Information for the User Information Purposes and in accordance with the Data Protection Act 1998.

However, please note that if Melanie Best is requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Contact or User Information then she is entitled to do so and must disclose it in response to a court order and as otherwise required by law.

You confirm and agree that you do not object to being contacted by or on behalf of Melanie Best for the User Information Purposes whether by telephone, e-mail or in writing and do not and will not consider such contact as being a breach of your rights under the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Information about privacy and data protection issues can be found on the Information Commissioner's website at [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).

## **7. Intellectual Property Rights and Reproduction of this Website**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in this Website and these Conditions, and all content and material in whatever form supplied as part of them ("Website Material"), remain at all times vested in Melanie Best and/or her licensors and that you are only permitted to use them as expressly authorised by Melanie Best and/or her licensors.

Reproduction of the Website Material, or any part of it, is strictly prohibited other than in accordance with the following permission i.e. for your personal use only you may print a single photocopy or download a single copy of the Website Material onto a personal computer owned or under your control. Otherwise, you must not reproduce, store in a retrieval system, or transmit in any form or by any means the Website Material (or any part of it) including by, but not limited to, photocopying or recording it or by electronic or mechanical means.

Under no circumstances are you permitted to repackage, sell, publish, produce, issue, supply, display or distribute the Website Material (or any part of it), incorporate it into any other work or publication in any form whatsoever, create derivative works of it or commercially exploit it in any way.

You agree not to assist, facilitate, encourage or incite any third party in any breach of the Conditions.

### **8.Limitation of Liability**

The content of this Website contains general information only. Although Melanie Best uses her reasonable endeavours to ensure this Website is accurate, she makes no warranties of any kind, express or implied, (“Warranties”) in relation to its accuracy.

This Website is provided on an “as is” and “as available” basis and Melanie Best makes no Warranties in relation to this Website or any transaction that may be conducted on or through this Website including but not limited to, in relation to non-infringement, compatibility, accuracy, security, conditions of completeness or arising from the course of dealing, usage or trade.

Melanie Best makes no Warranties that this Website will meet your requirements or will be uninterrupted, timely or free of error, that defects will be corrected, or that the site or server that makes this Website available is free of viruses or bugs or represents the full functionality, accuracy and reliability of this Website.

This Website is made available for use by the public on the basis that to the fullest extent possible in law Melanie Best is not responsible and has no liability whatsoever (directly or indirectly) for:

- Any loss of content or material in any form uploaded or transmitted through this Website;
- Any Loss or Damage howsoever arising out of the use of, or any reliance upon, this Website or otherwise arising out of or in connection with the Conditions. For the avoidance of doubt “Loss or Damage” includes, but is not limited to, any claims, losses, damages, costs, expenses, legal fees, economic losses, losses of

- revenue, profits, contracts, business or anticipated savings, any losses of reputation or goodwill or any indirect or special losses;
- Any Third Party Websites, including for, but not limited to, products, goods, materials, services (available on or through them), their content, operation, regulation, availability, advertising, Terms and Conditions, Privacy Policy, information handling practices, communication practices or their infringement of any law or the rights of any person, company, body or other entity;
  - Exercising Melanie Best's rights under the Conditions.

To the fullest extent possible in law Melanie Best disclaims any and all Warranties in relation to any products, goods, materials and services offered or provided by any third party through this Website.

Melanie Best does not exclude her liability, if any, for personal injury or death resulting from her negligence or for any other matter which it would be illegal for her to exclude/attempt to exclude.

### **9.Indemnity**

You agree fully to indemnify, defend and hold harmless Melanie Best and her officers, employees, agents, workers and suppliers from and against all liability for Loss or Damage arising out of any breach of the Conditions by you or by any person, company, body or other entity acting for you or on your behalf or any other liabilities arising out of your use of this Website.

### **10.Severance**

If any provision(s) of the Conditions is deemed to be unlawful, void or for any reason unenforceable, then that provision(s) shall be deemed to be severable from the remainder of the Conditions and shall not affect the validity and enforceability of the remaining provisions of the Conditions.

### **11.Waiver**

No waiver by Melanie Best of any breach of the Conditions shall be construed as a waiver of any other breach of any provision of the Conditions.

## **12.Jurisdiction**

Your use of this Website and any dispute arising out of it is subject to the laws of England and Wales and to the exclusive jurisdiction of the courts of England and Wales.

## **13.Headings**

Headings in the Conditions have been included for convenience only and do not affect the interpretation or construction of the Conditions.

## **14.Questions About this Policy**

Questions about this Policy should be referred to Melanie Best at [melaniebestlawyer@btinternet.com](mailto:melaniebestlawyer@btinternet.com).

## **15.Information About Melanie Best**

Melanie Best is a solicitor sole practitioner.

Her business address is 1010 Cambourne Business Park, Cambourne, Cambridge CB23 6DP, telephone: +44 (0)1223 597832, fax: +44 (0)1223 598001, e-mail: [melaniebestlawyer@btinternet.com](mailto:melaniebestlawyer@btinternet.com).

Melanie Best is regulated by the Solicitors Regulation Authority (SRA number 521826 ) [www.rules.sra.org.uk](http://www.rules.sra.org.uk).