

## **Website Terms and Conditions, including 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 agreeing, and 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 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 explains how Melanie Best will collect, use or process the personal data she obtains from you through this Website or in the course of your contact or dealings with her or which she collects from you in the course of her acting for you.

This Privacy Policy applies only to personal data as defined under Article 4 of the General Data Protection Regulation (“GDPR”). “Personal data” is information which relates to you as a living and identifiable individual.

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

The GDPR defines your rights over Melanie Best’s processing of your personal data.

The GDPR requires Melanie Best to declare which “lawful reasons” she is relying upon when processing your personal data.

You have the following rights in relation to your data:

- The right of confirmation that your data is being processed;
- The right of access to your personal data;
- The right for your data held by Melanie Best to be rectified if inaccurate or incomplete;
- The right to request that your data is deleted or removed where there is no compelling reason for its continued processing;
- The right to restrict the processing of personal data;
- The right to port your data for the purpose of obtaining or reusing data for your own purposes across different services;
- The right to object to the processing based on legitimate interests or direct marketing.

Your privacy is important to Melanie Best. She holds your personal data for the provision of legal services, in addition to related purposes such as client records and analysis to help her to manage her firm, as well as legal and regulatory compliance. Melanie Best will hold your personal data in a secure manner. For legal purposes Melanie Best needs to hold a wide range of personal information including e.g. your contact, personal and financial information and this may include health information. Melanie Best may also

ask for and hold documents and records of personal information. On instructing Melanie Best to act for you, you consent to her holding and processing the data you choose to share with her. Melanie Best's use of that information is subject to your instructions, her duty of confidentiality and GDPR. With your knowledge and consent Melanie Best may need to provide information to third parties e.g. professional advisers, barristers and expert witnesses.

You can access the pages on this Website without giving your personal information.

You provide Melanie Best with your personal information when instructing her to advise or act for you. By providing your personal information, you consent to Melanie Best's use of the information as set out in this Privacy Notice.

Please note that when you access this Website then Melanie Best, her website providers and any 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, the time and duration of your visit to the Website and any search terms you entered on this Website ("User Information"). User Information may be collected whether or not you instruct Melanie Best to act for you in a matter.

Melanie Best will process the 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;
- To administer this Website;
- To monitor website trends e.g. by using Google Analytics to monitor trends on this Website and to operate Melanie Best's business more effectively.

Subject to the next paragraph below, Melanie Best will only provide 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 User Information for the User Information Purposes and in accordance with the GDPR.

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 User Information then she is entitled to do so and must disclose it in response to a court order or as otherwise required by law.

Processing of your personal data may be necessary for Melanie Best's compliance with her legal and professional obligations to third parties e.g. her professional and contractual duties to the Employment Tribunal courts, her obligations to regulators e.g. the Information Commissioner and the Solicitors Regulation Authority, for audit purposes and the preparation of Melanie Best's account

Processing of your personal data may be necessary in pursuit of Melanie Best's legitimate interests. She has a legitimate interest in establishing and maintaining a two-way enduring and mutually beneficial relationship with her clients.

Melanie Best will not share your data for marketing purposes.

Melanie Best will never sell your personal data.

In operating the firm of Melanie Best Employment Lawyer, Melanie Best utilises the services of the Regus Group PLC ("Regus"), a company that manages her telephone calls and which also receives (but is not authorised to open without her express permission) hard copy post and packages sent to her at the offices at Regus Cambourne i.e. 1010 Cambourne Business Park, Cambourne, Cambridge, CB23 6DP. Faxes sent to her at her office fax number 01223 598001 will be received on her behalf by Regus staff and passed to her, as will her post.

Any hard copy post sent to Melanie Best should be clearly marked for the attention of Melanie Best Employment Lawyer and marked "Strictly Private and Confidential".

Therefore, when you telephone Melanie Best your call will be answered in her name by Regus' telephone answering service before they put your call through

to her. Regus' telephone answering service may also send to Melanie Best any messages you have left for her e.g. by e-mail or SMS if she is not available to take your call. Therefore, those messages may include the personal data you have provided when leaving that message e.g. your name, contact details (landline and/or mobile number/e-mail address) and details regarding the nature of your matter.

If you do not want to contact Melanie Best through the Regus telephone answering service or by post, please contact her by e-mail instead at [mlb@melaniebestlawyer.co.uk](mailto:mlb@melaniebestlawyer.co.uk).

Regus staff manage and operate the reception facilities at the offices at Regus Cambourne and at various of their other offices. At Melanie Best's request, and with your permission, the Regus staff will photocopy documents for her e.g. client identification documents presented to her at the initial client meeting. Clients who do not wish Regus staff to photocopy their documents should either e-mail a copy to Melanie Best, e.g. a scanned copy of their identification documents, or should bring an additional copy to their meeting for Melanie Best to retain.

Regus staff do not have access to Melanie Best's files, diaries, e-mails, databases or computers.

The Regus Group PLC provide their services under a contract with Melanie Best. Their staff are not Melanie Best's employees.

Details of these Regus services can be found at [www.regus.co.uk](http://www.regus.co.uk).

It may be necessary for Melanie Best to ask other third parties to do typing, photocopying or other work on her files or to provide secretarial/administrative support services to ensure your matter is dealt with efficiently and effectively in which case she will enter into a confidentiality agreement with them.

Melanie Best may send requests to clients to connect with her on LinkedIn.

Information about privacy and GDPR issues can be found on the Information Commissioner's website at <https://ico.org.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 [mlb@melaniebestlawyer.co.uk](mailto:mlb@melaniebestlawyer.co.uk)

## **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: [mlb@melaniebestlawyer.co.uk](mailto:mlb@melaniebestlawyer.co.uk)

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