

## **Website Terms and Conditions of Use.**

### **Important Legal Notice**

**Attention:** This legal notice applies to the entire contents of this website under the domain name and to any correspondence by email between us and you. Please read these terms carefully before using this website.

Using this website indicates that you accept these terms regardless of whether or not you register with us. If you do not accept these terms, do not use this Website.

This notice is issued by Chapman and Chubb Solicitors.

### **Definitions**

The following words and expressions shall have the following meanings unless the context otherwise requires:

“Commercial Gain”

Includes, without limitation: using the Website as part of advertising which may result in revenue generation or personal gain and copying, reproducing, distributing, publishing, transferring, licensing, selling, commercially exploiting or duplicating any element of this website whatsoever.

“The firm”

Means Chapman & Chubb Solicitors and Family Mediators, Shane House, 157 Nottingham Road, Somercotes, Alfreton, Derbyshire, DE55 4JH

“ Website”

[www.chapsol.com](http://www.chapsol.com)

### **Introduction**

You may access most areas of this website without registering your details with us.

By accessing any part of this website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

The firm may revise this legal notice at any time by updating this posting. You should check this website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of this website.

### **License**

You are permitted to print and download extracts from this Website for your own use on the following basis:

- No documents or related graphics on this Website are modified in any way
- No graphics on this Website are used separately from accompanying text.

Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by the firm or its licensors. For the purposes of this legal notice, any use of extracts from this Website other than in accordance with the paragraph above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

Subject to the paragraph above, no part of this Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without the firm's prior written permission.

Any rights not expressly granted in these terms are reserved.

You must not visit or use the Website for the purposes of Commercial Gain.

### **Information contained on the Website**

While the firm endeavours to ensure that the information on this Website is correct, the firm does not guarantee the accuracy and completeness of the material on this Website. The firm may make changes to the material on this Website at any time without notice. The material on this Website may be out of date, and the firm makes no commitment to update such material. For the avoidance of doubt this paragraph does not affect your statutory rights as a consumer.

The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the firm provides you with this Website on the basis that the firm excludes all representations, warranties and conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

### **Liability**

The firm, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of the partners, employees or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence, contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

Nothing in this legal notice shall exclude or limit the firm's liability for (a) death or personal injury caused by the Firm's negligence; or (b) fraudulent misrepresentation; or (c) any liability which cannot be excluded or limited under applicable law, including without limitation all relevant consumer law.

If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

### **Governing Law and Jurisdiction**

This legal notice shall be governed by and construed with English Law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English Courts.

### **Privacy Statement Relating to the Use of Personal Data.**

#### **1. Definitions**

The following words and expressions shall have the following meanings unless the context otherwise requires:

"Compliance Officer"

Aileen Chapman, Chapman and Chubb Solicitors, Shane House, 157 Nottingham Road, Somercotes, Derbyshire, DE55 4JH

"Site"

[www.chapsol.com](http://www.chapsol.com)

“we, us, our”

Chapman and Chubb Solicitors, Shane House, 157 Nottingham Road, Somercotes, Derbyshire, DE55 4JH

“you, your”

Any person, firm, or firm which visits the site, submits a query through the “Contact us” link.

## **Introduction.**

This privacy policy forms part of our terms and conditions and is a statement as to how we will process your Personal Data. We take the security and privacy of you and your Personal Data very seriously and we are committed to safeguard your privacy.

We will only collect or process any of your sensitive data to the extent it is necessary to process any work you have instructed us to undertake for you.

Our primary reason for collecting your Personal Data is to provide you with the most efficient service possible.

This privacy policy may change from time to time so please check it periodically.

LINKS-Our website contains links to other websites. Please note that we are not responsible for the privacy practices of such other websites and advise you to read the privacy statements of each website you visit which collects personal information.

## **Our policy for processing your Personal Data**

What Personal Data do we process and where do we get it from?

When you contact us via the “Contact Us” link on the site or email us we will collect Personal Data from you.

When we take instructions from you with a view to offering advice both before and after acceptance of our terms and conditions.

When you use the Site for acquiring information.

Personal information may be obtained:

- Automatically by your internet browser
- By telephone recording by us

## **What do we do with your data?**

We will process your Personal Data so that:

- We can contact you by telephone, email, SMS or by post to process the work you instruct us to undertake.
- We may use this data to send to you by telephone, email, SMS or by post newsletters, legal bulletins, and other information which we believe may be of interest to you.
- We can process your form with a view to accepting you as a recipient of our emails alerts.
- We can deal with the general queries you raise from time to time through the “Contact Us” link on the site.

Other purposes for which we will process your Personal Data are:

- The general administration of records by us,
- The general maintenance of our database by us,
- For security purposes to protect your Personal Data and/or processed by us;
- For training our employees in respect of providing our servicing to you; and
- In order to comply with any applicable law or regulation or rules and requirements of any relevant regulatory authority.

It is possible to access our site and browse without disclosing Personal Data.

By accepting the provisions of the privacy policy you are consenting to the Processing purposes to be undertaken by us in relation to your Personal Data as set out above.

#### **Who else gets to see your Personal Data?**

- Our Data Processors.
- Any body which requires the data for the purposes of compliance with any applicable law or regulation or rules and requirements of any relevant regulatory authority.
- Any other person, firm, firm or authority to whom or which we communicate your Personal Data to pursuant to your instructions.

#### **Your rights.**

You have the right to object to your Personal Data being used for “direct marketing” purposes.

As mentioned above you can set your internet browser to refuse Cookies or you can ask your internet browser to alert you when a Cookie is being set up.

You have the right under the DPA to request from us information as to what Personal Data we are processing about you. Such requests should be addressed to the Compliance Officer made via email or via the “Contact Us” link and should be accompanied by a £10.00 fee. We will provide you with the relevant information within 40 days of receipt of the said fee.

You have other rights under the DPA in relation to our processing of your Personal Data.

#### **Maintenance of your Personal Data**

We are committed to the security of your Personal Data. All of our employees with access to your Personal Data and/or are associated with the processing of that data are contractually obliged to respect the confidentiality of your Personal Data.

We have implemented technology measures and security policies to protect the Personal Data that we have in our control from unauthorised access, improper use, alteration, unlawful or accidental destruction or accidental loss.

#### **General Application of our Privacy Policy**

This Privacy Policy only applies to the collection and use of your Personal Data provided to us and not to Personal Data you may provide directly to third parties.

#### **Contact Information**

If you should have any queries about our processing or use of your Personal Data you should write, in the first instance to our Compliance Officer.

If you want to learn more about your rights regarding your Personal Data, you should contact the Data Protection Commissioner’s office information line on: (0044) 01625 545745 or visit their website at

<http://www.informationcommissioner.gov.uk/>