SANDERS SOLICITORS

Website Terms

1. The use of this website is subject to these Terms, our Website Privacy and Cookies Notice and our Disclaimer (together, the "Website Documents"). These Website Documents apply to the use of, access to and reliance upon any contents of this website. Please read these Website Documents carefully before using this website. By using this website, you will be deemed to have read and accepted these Terms. Our Website Privacy and Cookies Notice provide information about how we process personal data and use cookies and similar technologies. Where consent is required for the use of a cookie or similar technology, we will request that consent separately.

2. We may change any term of the Website Documents at any time. You should regularly check to see whether changes have been made as you will be deemed to have accepted any changes if you continue to use this website after any changes. Any revised Terms will take effect when they are published on this website, unless a later date is stated. Changes will not affect rights or obligations that arose before the revised Terms took effect

3. We reserve the right to, without notice, withdraw the availability of this website or any of its content and/or any of its functions, information or services.

4. We cannot guarantee uninterrupted and/or reliable access to this website and we make no guarantees whatsoever as to its operation, functionality or otherwise. We do not guarantee that this website, or any content on it, will always be available, secure, uninterrupted or error-free.

5. The content on this website is provided for general information only. It does not constitute legal advice and should not be relied upon as such. You should not take, or refrain from taking, any action based solely on information contained on this website. The law and professional practice may change after content is published.

6. You may copy, download, and/or print material from our website for your own personal, non-commercial use only, on the condition that you do not change any of the material and that you retain any copyright or proprietary notices contained in the material.

7. All copyright and all other intellectual property rights existing in this website (including, but not limited to, all design, text, graphics and the selection or arrangement thereof) are and remain our property or the property of our licensors. You must not reproduce, distribute, modify, publish, transmit, exploit or use any website content for commercial purposes without our prior written consent.

8. You shall only use this website in a manner that is consistent with the Website Documents and in such a way as to comply with all applicable laws and regulations. In particular, you shall not (or not attempt to):
   8.1 seek unauthorised access to our network or computer system;

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8.2 insert or knowingly or recklessly transmit or distribute a virus into our network and computer systems;
8.3 introduce viruses, malware, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
8.4 attack this website via a denial-of-service attack, distributed denial-of-service attack or any similar attempt to interfere with the availability, security or operation of this website;
8.5 interfere with the proper operation, security or functionality of this website; or
8.6 assist, encourage or permit any other person to do any of the things described above.

9. We do not warrant that any information you send to us will be protected or confidential. Any emails sent to us may not, therefore, be secure. Please do not send confidential or sensitive information by email or through any website form unless we have agreed appropriate arrangements with you in advance. We will handle personal data in accordance with our Privacy Notice and will comply with any applicable legal and professional duties concerning information received from existing or prospective clients. However, transmission over the internet cannot be guaranteed to be completely secure.

10. Sending any information to us (including to any employee or member of staff) in any manner does not create a solicitor-client relationship.
    10.1 A solicitor-client relationship will arise only when we have completed our applicable onboarding procedures, including any required identity, conflict and source-of-funds checks, and have confirmed in writing that we accept your instructions.

    10.2 Until we have confirmed acceptance of your instructions, no communication from you should be treated as confirmation that we act for you or will protect your interests or any relevant time limit.

    10.3 We may be unable to act because of a conflict of interest, regulatory requirement, lack of capacity or another reason. Please do not send documents or detailed confidential information unless requested to do so.

    10.4 Nothing in this clause limits any duty of confidentiality or other legal or professional obligation that applies to information received from a prospective or existing client. Whether a communication is protected by legal professional privilege will depend on the relevant facts and applicable law.

    10.5 If we accept your instructions, our engagement will be governed by the engagement letter and the Terms and Conditions of Business supplied to you or expressly incorporated into that engagement. If there is any inconsistency between these website Terms and the documents governing a particular engagement, the engagement letter and applicable Terms and Conditions of Business will take precedence in relation to that engagement.

11. This website may contain links to third-party websites. Those links are provided for convenience only. We are not responsible for the content, security, availability or privacy practices of any third-party website

12. The inclusion of any link to a third-party website does not imply endorsement or approval by us of that website or its contents.

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13. You must not establish a link to this website in a way that suggests any association, approval or endorsement by us where none exists.

14. While we endeavour to ensure that the information contained on this website is accurate, complete and up-to-date, we make no representations or warranties, whether express or implied, as to the accuracy, completeness or fitness for purpose of such information. Nothing in these Terms excludes any warranty or other term that cannot lawfully be excluded.

15. We shall not be liable for any claims, loss or damage whatsoever and howsoever caused or incurred including any direct, consequential or indirect loss or damage, any loss or damage to goodwill or profits or any anticipated loss of savings incurred by you, loss of data or loss of business opportunity, economic loss whether arising in tort, contract, equity or otherwise arising out of, in relation to, or in connection with access to, use of, or inability to use this website and any information, material, products or services contained or accessed through this website or any linked website, including but not limited to any hacks or wrongly posted information and/or messaging.

    15.1 Nothing in these Terms excludes or limits liability for:
        i. death or personal injury caused by negligence;
        ii. fraud or fraudulent misrepresentation; or
        iii. any other liability that cannot lawfully be excluded or limited.

    15.2 Subject to clause 15.1, we shall not be liable for any indirect or consequential loss or damage, loss of profit, revenue, business, opportunity, anticipated savings, goodwill or data arising out of or in connection with access to, use of, reliance upon or inability to use this website, its content or any linked third-party website.

    15.3 If you use this website for business purposes, our liability arising out of or in connection with this website or its content, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is excluded to the fullest extent permitted by law.

    15.4 If you are a consumer, we are responsible for loss or damage that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable or for business losses. Loss or damage is foreseeable if it is obvious that it will happen or if, when these Terms were accepted, both you and we knew that it might happen.

    15.5 This clause concerns use of the website. It does not limit or exclude liability arising from legal services provided under an engagement letter or our Terms and Conditions of Business. Any limitation applying to those services will be set out in the documents governing the relevant engagement and will be subject to applicable law and professional requirements.

16. The failure by us to insist on any occasion upon performance of the Website Documents shall not act as a waiver of such a breach or an acceptance of any variation of these Terms. Any waiver must be given in writing and will apply only to the circumstances for which it is given.

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17. This website may use cookies and similar technologies. Further information about how we use cookies is set out in our Website Privacy and Cookies Notice. Where applicable, you can manage your preferences through the cookie settings made available on this website.

18. Information about how we collect, use and protect personal data is set out in our Privacy Notice.

19. These Terms shall be governed by, construed and enforced in all respects in accordance with the laws of England and Wales. Subject to any mandatory rights that apply to consumers, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms or use of this website. If you are a consumer resident in Scotland or Northern Ireland, you may also bring proceedings in the courts of the jurisdiction in which you reside.

20. Sanders Solicitors is a partnership. A list of the partners is available on request. The principal place of business is 18-20 Broadway, Rainham, Essex RM13 9YW. The VAT Registration No. is 311639186. We are authorised and regulated by the Solicitors Regulation Authority SRA ID Number 54799.

21. If any provision, or part of a provision, of these Terms is found to be illegal, invalid or unenforceable, that provision or part-provision shall be treated as deleted. The remaining provisions will continue in full force and effect.

22. No person other than you and us shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

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