

# Terms of Use

Welcome to the Thompson Dunn web site (the “**Web Site**”). The Web Site is operated by Thompson Dunn Ltd (registered in England under the number 03520507) of 5 Church Walk, London N6 6QY (“**we**” or “**us**”).

These terms and conditions apply to your access, browsing, use and participation in this Web Site.

## 1. **Acceptance of terms**

1. There terms and conditions apply to you if you access and browse our Web Site and by so doing you will be treated as having accepted these terms and conditions. Please do not access or browse our Web Site if you do not accept these terms and conditions.
2. We do not charge for you to access, use or browse our Web Site.

## 2. **Intellectual Property Rights**

1. We are the owner or the licensee of all intellectual property rights in and relating to:
  - our Web Site; and
  - all materials (including all logos, text, contributions and graphics) published or made available on the Web Site; and

These works are protected by copyright and other intellectual property rights around the world. All such rights are reserved.

2. Subject to any clause 2.7 below, you may print off copies, and may download extracts, of any page(s) from our Web Site for your personal reference and you may draw the attention of others within your organisation to material posted on our Web Site.
3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in accordance with clause 2.2 in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
4. Our status (and that of any identified contributors) as the authors of material on our Web Site must always be acknowledged.
5. You must not use any part of the materials on our Web Site for commercial purposes without obtaining a licence to do so from us or our licensors or as otherwise permitted by the additional terms referred to in clause 2.7.
6. If you print off, copy or download any part of our Web Site in breach of these terms and conditions, your right to use our Web Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
7. You must not misuse the Web Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Web Site, the server on which the Web Site is stored or any server, computer or database connected to the Web Site. You must not attack the Web Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you could commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Web Site will cease immediately.

**3. DISCLAIMER AND LIABILITY**

**THIS IS AN IMPORTANT CLAUSE. ITS EFFECT IS TO LIMIT OUR LIABILITY UNDER THESE TERMS. YOU SHOULD READ IT CAREFULLY AND MAKE SURE YOU ARE HAPPY WITH IT BEFORE AGREEING TO THESE TERMS.**

1. Nothing in these terms shall limit our liability for fraud or for death or personal injury caused by our negligence or in relation to any other liability which cannot be excluded or limited by law.
2. The Web Site is provided on an “as is” and “as available” basis and we offer no warranty or representation of any kind relating to our Web Site, any content or otherwise.
3. Subject to clause 3.1 and other than as stated in this clause 3, all implied terms, conditions or warranties are hereby excluded to the fullest extent permitted by law.
4. Whilst we make every effort to ensure the availability and accuracy of our Web Site and any content, we do not warrant that the availability of our Web Site will be uninterrupted or that Web Site and any materials accessible via the Web Site will be error or omission free.
5. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Web Site or to your downloading of any content on it, or on any web site linked to it.
6. We do not accept any responsibility for any use made of the Web Site and we shall not be liable:
  - in any circumstances for any loss of profits, loss or revenue, loss of or damage to goodwill, loss of customers, loss in connection with third party claims, or any indirect, special or consequential loss (even if the party concerned has advised of the possibility of such loss);
  - for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond our reasonable control; and/or
  - for any other loss suffered in connection with the use of our Web Site or any content to the fullest extent that we may exclude or limit such liability under applicable law.
7. Subject to clauses 3.1 to 4.3 our total aggregate liability arising from any claim relating to the use or operation of our Web Site shall not exceed an amount equal to the total amounts paid or payable by you for your participation in the Web Site, such amount to be calculated at the time when our liability comes to be assessed, or to £100.00 (whichever shall be the greater).

**4. Your personal information**

1. Please see our privacy policy and cookie policy for details of how we process your personal details and how we use cookies on the Web Site

**5. Variations**

1. We may revise these terms and conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our Web Site.

**6. Linking to our Web Site**

1. You may link to our home page or any other relevant page of our Web Site, provided you obtain our written consent to do so and do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
2. You must not establish a link from any web site that is not owned by you.
3. Our Web Site must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

**7. Term and termination**

1. We are entitled to terminate your use of our Web Site at any time:
  - in accordance with these terms and conditions; and
  - immediately following any breach by you of these terms; and
  - on 30 days written notice to you.
2. On termination you must immediately cease to access and use our Web Site.

**8. General terms**

1. If we fail, at any time, to insist upon strict performance of any of your obligations under any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
2. You may not sub-contract or assign your rights under these terms and conditions.
3. We will not be liable to you for any breach of these terms and conditions that arises because of any circumstances which we cannot reasonably be expected to control.
4. These terms and conditions set out all of the terms that have been agreed between you and us in relation to the subjects covered by it. Subject to clause 3.1, no other representations or terms shall apply or form part of these terms and conditions.
5. Where these terms and conditions refer to any person, this includes reference to legal as well as natural persons (so, for example, a limited company is a person for the purposes of this agreement).
6. No term of these terms and conditions is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

**9. Law**

1. These terms and conditions are governed by English law. You agree to submit to the exclusive jurisdiction of the English courts provided that nothing in this clause will prevent us from taking any action in any court that has jurisdiction over you.

## Contact

You may contact us at [info@thompsondunn.com](mailto:info@thompsondunn.com).

Thank you for visiting our Web Site.

Last updated: 22 August, 2018.

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