Website Terms

Introduction

- 1. Settlementagreement.uk is operated by Deva Law Limited, which is not a firm of solicitors. John Hassells is a consultant solicitor at KBL Solicitors LLP and he provides legal services for individuals in relation to settlement agreements through KBL Solicitors LLP which is authorised and regulated by the Solicitors Regulation Authority under SRA number 627254.
- 2. Deva Law Limited does not deliver legal services to employees or consumers.
- KBL Solicitors LLP's head office is New Mansion House, 63-65 Chorley New Road, Bolton, BL1 4QR, England.

Website

- 4. We hope you find settlementagreement.uk (our 'Website') interesting and helpful.
- 5. If you send us an email or contact form and you do not hear back within two hours please use the telephone number on the Website to get in contact. We cannot guarantee the day or time that we will respond to any email, telephone or written enquiries or Website form submissions.
- 6. By visiting our Website you are accepting the terms ("Terms of Use") as detailed below.

Terms of Use

7. If you do not agree to these Terms of Use please do not use our Website. You must not misuse our Website by knowingly introducing viruses, trojans, worms, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

Website Content

- 8. The main purpose of our Website is to provide employees and employers with information about settlement agreements and employment law related matters, for example articles on employment law developments on our blog. The content of the Website changes regularly. Many of the articles and guides are dated at the time of publication and may become out of date. We are under no obligation to update our website content.
- 9. Our Website content is provided as guidance and only does not constitute legal advice, financial advice, tax advice, or any other form of advice or recommendation. Any guidance provided is intended to relate to the laws of England and Wales unless expressly stated otherwise. It is recommended that you seek legal advice from a solicitor on any employment issue or dispute, without delay, as there are strict time limits that apply to the bringing of employment claims in the employment tribunal.
- 10. Some of our Website content may be provided by third parties including employment solicitors, career coaches, recruitment consultants and human resource professionals. We cannot accept responsibility for any errors, omissions, or inaccurate material produced by third party contributors nor can we give any warranty that any defects will be corrected.
- 11. We reserve the right to amend, withdraw or cease to publish content our Website. We reserve the right to deny access to our Website on a temporary or permanent basis.
- 12. Use of our website content is prohibited unless expressly authorised by these Website Terms or otherwise agreed by us in writing in advance.
- 13. You are permitted to access and review our Website for your personal use only. You must not use our Website for commercial use unless authorised in advance by us in writing to do so. You may share content of our Website social media platforms including Facebook, Twitter, Google Plus and LinkedIn provided you credit settlementagreement.uk with an appropriate link to our Website from said social media platform account.

- 14. You must not copy or otherwise use content from our Website (including but not limited to text, illustrations, graphics, photographs, video or audio) unless such use is authorised by these Website Terms of Use or as agreed by use in writing in advance. You may see advertising material of third parties on our Website. The individual advertisers concerned are solely responsible for the content they submit, including ensuring that it complies with all applicable legislation. We will not be responsible, or liable for the content or accuracy of any such materials
- 15. The testimonials and reviews about any solicitor listed on the Website are provided by clients and business contacts of that solicitor unless stated otherwise.
- 16. All of our Website content is owned by (or licenced to) Us. Our Website content is protected by copyright laws and treaties applicable worldwide. All such rights are reserved.
- 17. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any contributors identified on our Website) as authors of material on our Website must always be acknowledged.

Links

- 18. You are not authorised to link to our Website from any other websites without our express authority in writing. We welcome enquiries from any person that would like to link to our content.
- 19. Links from our Website to a third party website are for information only and do not constitute a recommendation. We have no control over those sites or resources and accept no responsibility for them or any loss or damage that may arise from their use.

Our Liability

- 20. Our Website content is made available without any guarantees, conditions or warranties as to its accuracy. We make no warranty that the Website will meet your requirements or will be uninterrupted, timely, secure or error-free. To the extent permitted by law, we herby exclude:
 - a) all conditions, warranties and other terms that might otherwise be applied by law;
 - b) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.; and
 - c) Any liability for economic loss, consequential loss or damage incurred by any person who visits our Website and in connection with it, the use of it, inability to use it, any websites linked to it and any materials contained on it, including without limit, any liability for loss of income or revenue, loss of business, loss of causes of action, loss of profit, loss of contract, loss of goodwill, loss of opportunity, loss of time and any other loss or damage of any kind, howsoever arising, whether caused by tortious act or omission (including negligence), breach of contract or otherwise but excluding liability for fraud or fraudulent misrepresentation, death or personal injury arising from our negligence, or any other liability incapable of exclusion by law.

Employment Tribunal Claims

21. Strict time-limits apply in relation to the bringing (and defending) of claims in the employment tribunal. Similarly, if you are a party to an employment tribunal claim, it is likely that an Employment Judge will set out deadlines and Orders that you are required to comply with. It

remains your responsibility to comply with Employment Tribunal Orders and to make sure any employment tribunal claim form (known as an ET1) or response to a tribunal claim (known as a form ET3) is submitted correctly at an employment tribunal by the relevant deadline unless it has been agreed in advance in writing that a solicitor will act for you in relation to the employment tribunal matter and they have agreed to submit the ET1 or ET3 on your behalf.

Privacy

22. We respect the personal information provided by you. All information received by us from you and/or your use of our Website will be used in accordance with our Privacy Policy which can be found on our Website.

Complaints

23. If you have any concerns or complaints about a solicitor listed on the Website, you have a right to complain. A copy of KBL Solicitors LLP's complaints procedure is available here: www.kbl.co.uk/terms-and-conditions . If you have a complaint about this website or Deva Law Limited, please send your complaint to Deva Law Limited. A copy of Deva Law Limited's complaints procedure is contained here: https://devalaw.co.uk/complaints-procedure .

Miscellaneous

- 24. References to 'We', 'Us' and 'Deva Law' refer to Deva Law Limited only. These Website Terms of Use are governed by (and submits to the exclusive jurisdiction of) the laws of England and Wales.
- 25. In these Website Terms of Use the term 'website content' means any article, guide, comment, photograph, graphic, image, data, wording or other text on devalaw.co.uk.
- 26. We may change these Website Terms of Use from time to time and shall post such alterations on the Website. If you do not agree to the changes made to the terms and conditions you must stop using the Website. Your continued use of the Website after the date the changes have been posted will constitute your acceptance of the amended terms and conditions.
- 27. We reserve the right to terminate these Website Terms of Use without notice.

June 2024