Website Terms

Introduction

Who we are

 We are Bolt Law Limited, a company registered in England and Wales, company number 15436267. Registered Office: Foxhaven, Mill Lane, Chester, CH3 7JQ. Our trading styles are Bolt Law and Deva Law. Bolt Law is registered with the Information Commissioner's Office, registration reference: ZB683644. Bolt Law is an employment law solutions, HR advisory and employment law firm business.

What we do (and who we act for)

2. Bolt Law Limited provided general employment law and HR advice to employers only, including legal advice, support and representation in relation to employment tribunal claims, and HR and employment law related training. We are unable to act for our clients in relation to certain activities, such as advising on taxation, pensions, and conducting litigation in the courts, notarial activities or administration of oaths. We will only arrange meetings by prior appointment and we will usually visit out clients at their offices or at an agreed convenient location.

Settlement Agreements Advice for individuals

3. Bolt Law employs or engages experienced qualified solicitors that hold a practising certificate and are regulated by the SRA in their personal capacity. While Bolt Law acts for employers, the solicitors we engage work also as consultant solicitors at other law firms that are authorised and regulated by the SRA, and able to support advising employees in relation to settlement agreements. Accordingly all legal services for individuals in relation to settlement agreements are provided by other law firms authorised and regulated by the SRA and not Bolt Law Limited.

Regulatory Information and Insurance

- 4. We employ or engage experienced employment lawyers to deliver services to our employer clients, including employment lawyers that have held senior roles in solicitor practices. Bolt Law itself is not a firm of solicitors nor is it authorised or regulated by the SRA. We may employ or engage a practising solicitor that is regulated by the SRA in their personal capacity. At the outset of us acting for an employer, we will provide our Terms of Engagement, explaining the basis upon we shall act for you Bolt Law is not authorised or regulated by the Solicitors Regulation Authority ('SRA') and We are unable to provide our clients with reserved legal services as defined by the Legal Services Act 2007.
- 5. Bolt Law is not authorised by the Financial Conduct Authority ('FCA'). We are unable to provide our clients with (a) claims management services and (b) financial services activities. We do not act for employees or consumers.
- 6. We only accept instructions from employers on the basis that our terms of business are agreed by our clients. Details of which will be provided to our clients at the outset of our relationship.
- 7. Bolt Law has in place professional indemnity insurance in relation to the employment law and human resource consultancy services it provides to its clients, details of which are available on request from our clients.
- Bolt Law clients are not entitled to access the Compensation Fund ('Compensation Fund') or other protections arising from SRA regulation and (2) Bolt Law is not required to meet the SRA's minimum terms and conditions for professional indemnity insurance ('Minimum Insurance Terms'). However, Bolt Law has in place alternative professional indemnity

insurance in relation to the services it provides to its clients, details of which are available from our clients on request.

- 9. The Compensation Fund is a discretionary fund operated by the SRA to which all solicitors contribute. Its purpose is to make grants to people whose money is stolen, misappropriated or otherwise not properly accounted for, or those who have suffered loss for which a regulated person should have been insured by was not. Further information on the Compensation Fund and guidance on what the SRA Minimum Insurance Terms are, can be found on the SRA website, including here: <u>https://www.sra.org.uk/consumers/compensation-fund/</u> and <u>https://www.sra.org.uk/solicitors/standards-regulations/indemnity-insurance-rules/</u>.
- 10. We do not have a client account and due to the nature of the services we do not believe it is necessary (nor will we) hold client monies in our bank account(s).

Our Website

- 11. We hope you find this website (our 'Website') interesting and helpful.
- 12. 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.
- 13. By visiting our Website you are accepting the terms ("Terms of Use") as detailed below.

Terms of Use

14. 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

- 15. The main purpose of our Website is to provide employers with information about us, the services we provide 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. Use of our website content is prohibited unless expressly authorised by these Website Terms or otherwise agreed by us in writing in advance.
- 20. 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 our website by quoting its url with an appropriate link to our Website from said social media platform account.
- 21. 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

- 22. The testimonials and reviews about Us on the Website are provided by our clients and business contacts.
- 23. 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.
- 24. 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

- 25. 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.
- 26. 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 and insurances

- 27. 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

28. 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 response to a tribunal claim (known as a form ET3) is lodged correctly at an employment

tribunal by the relevant deadline unless and until we have accepted instructions in writing to act for you in relation to the employment tribunal matter and we have agreed to submit the response on your behalf.

Privacy

29. 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

30. Our aim is the deliver outstanding service. However, if you have any concerns or complaints about Bolt Law, our charges or the service we have provided, you have a right to complain. A copy of our complaints procedure is available on our Website.

Miscellaneous

- 31. References to 'We', 'Us' and 'Bolt Law' refer to Bolt Law Limited only. These Website Terms of Use are governed by (and submits to the exclusive jurisdiction of) the laws of England and Wales.
- 32. In these Website Terms of Use the term 'website content' means any article, guide, comment, photograph, graphic, image, data, wording or other text on boltlaw.co.uk.
- 33. 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.
- 34. We reserve the right to terminate these Website Terms of Use without notice.

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