

1. General

- 1.1. Kinetic Law Ltd is a Limited registered in England with registered number 0990802. The Firm's registered office is at Unit 2D, Suite 2, Phoenix Park, Blakewater Road Blackburn, BB1 5RW

2. Terms of Website Use

- 2.1. These terms and conditions (the 'Terms') set out below will govern your use of this website which can be found at www.kineticlaw.co.uk (the 'Website').
- 2.2. References on the Website to 'Kinetic Law Ltd', 'Kinetic Law', 'the Firm', 'we', 'us' or 'our' mean the Firm. The term 'Partner' in relation to the Firm refers to a Director of the Firm or to an employee or consultant with equivalent standing and qualifications. A list of our Directors' names may be inspected at our registered office.
- 2.3. The legal information on the Website is to provide users with the Terms upon which they use the Website and to make accessible certain other legal and regulatory information which it is best practice to place in the public domain where it can be easily accessed by clients and other interested third parties. The legal information on the Website should, for clients of the Firm, be read in association with our client care letter and terms of business (the 'Client Care Documents') and other documents referred to in the Client Care Documents (such as the conditional fee agreement). The Client Care Documents shall take precedence over any legal notice on the Website in the event that they differ from one another.
- 2.4. The Website is owned and operated by the Firm. For the purposes of the Terms, the Firm includes any and all of the Firm's subsidiary undertakings, co-branded businesses and joint ventures which may exist from time to time.
- 2.5. Use of the Website is governed by the following Terms which were last reviewed in September 2018. The Firm reserves the right, at its discretion, to make changes to any part of the Website or the Terms. Should the Terms be amended, the Firm will not notify you and it is your responsibility to check the Terms every time you use the Website. Specific terms may also apply to the provision of any of the services that we provide via the Website. You should check any specific terms that apply to the services which you use.
- 2.6. We reserve the right to alter, suspend or discontinue any part of the Website or the services provided through it, including your access to it. Whilst we make every effort to ensure that the information contained within the Website is correct, visitors should be aware that the information may have become out of date and we give no warranty or make any representation regarding the fitness for purpose, continued availability, quality, accuracy or completeness of the content of the Website. Accordingly, the materials on the Website do not give specific legal advice and should not be relied on as doing so. In particular you should be aware that laws and regulations might be different outside England. Your use of the Website does not create a contractual or solicitor-client relationship between you and the Firm. We recommend you contact the advisers who are named in the Website for advice about particular matters. The Firm excludes all liability for any kind of loss or damage that may result to you or a third party in connection with the use, inability to use, or the results of use of the Website.

- 2.7. Website visitors are permitted to read the contents and to download and store on a temporary basis any of the contents of the Website provided this is for their own personal or non-commercial use. Apart from content specifically made available for download, such as court forms and publications, you may not permanently copy, store or redistribute the contents of the Website in any way. Where we make content available for downloading this is only for your personal use, or for circulation within your business and is not for commercial re-use. You may not set up links from your own websites to the Website without our prior written consent.
- 2.8. Any links to other websites from the Website are provided for convenience only and the Firm accepts no responsibility or liability in connection with your use or reliance on the content of any linked website. The inclusion of any link does not imply endorsement by the Firm of any linked website or its provider.
- 2.9. For further information on the use of materials from the Website, or if you experience any problems with the Website, please contact us by sending an email to info@kineticlaw.co.uk

3. Copyright and Intellectual Property

- 3.1. Copyright and other intellectual property rights in the content of the Website, including any of the Firm's marks, logos and brands, belongs to the Firm or its licensors (who have expressly licensed content to the Firm). All rights, save as expressly granted, are reserved. If you are in doubt whether an item is copyright or a trade mark of the Firm, please contact us for clarification.

4. Disclaimers Relating to Downloads

- 4.1. The Website may allow users to download certain documents which are also available directly from the original source website and various other websites e.g. court forms.
- 4.2. To the extent permitted by law, the Firm excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly in connection with the use of the download facility and the content of any downloaded material including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy or copyright with the downloads, their content or associated services or due to any unavailability of part or all of any associated website or associated service.
- 4.3. The documents available for download are created exclusively by third parties and the Firm excludes all liability for any illegality arising from error, omission, inaccuracy or copyright in such material and takes no responsibility for such material.
- 4.4. Any downloads are provided solely for your convenience and the Firm does not necessarily endorse the material which can be downloaded and will have no liability to you in respect of the same.
- 4.5. Downloading documents from the Website should not be used as an alternative to legal advice from a qualified solicitor and using any such documents does not create a solicitor-client relationship between you and the Firm.

- 4.6. Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- 4.7. The Firm cannot guarantee that downloading documents from the Website will be free from error and/or uninterrupted and we shall not be liable for any damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract, negligence or other tortious action, arising out of, or in connection with the download facility or any associated website.
- 4.8. Whilst effort has been taken to ensure that any downloads are free from viruses, no warranties are given to that effect and users are responsible for ensuring that they have installed adequate virus checking software. The Firm shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of users' computer hardware. All documents are downloaded at the user's own discretion and risk and the user shall be solely responsible for any damage to the user's computer system or loss of data that results from the download of any documents.
- 4.9. Nothing in the Terms serves to exclude or limit liability for death or personal injury arising from negligence or any liability which is otherwise prohibited from being excluded by law.

5. Financial Services and Insurance Mediation

5.1. Marketing

- 5.1.1. Where the Website or any other of our promotional literature or materials refer to the provision of financial services by the Firm (such as our ability to help clients arrange after the event legal expenses insurance or title indemnity insurance), such references do not indicate and should not be understood as indicating that the Firm is a person to whom the general prohibition does not apply. The general prohibition against providing financial services which are regulated activities does apply to the Firm and its regulated principals and employees. The Firm is not authorised by the Financial Conduct Authority nor is it exempt from authorisation under sections 38 – 39A of the [Financial Services and Markets Act 2000](#).

5.2. Insurance mediation activity

- 5.2.1. The Firm is not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity in the UK, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The Register can be accessed via the [Financial Conduct Authority website](#).

5.3. Investment transactions

- 5.3.1. The Firm is not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they

are an incidental part of the professional services we have been engaged to provide. Nothing we say or do should be construed as an invitation or inducement to engage in investment activities, nor as advice on the investment merits of acquiring or disposing of particular investments.

6. Electronic Commerce (EC) Directive Regulations 2002 and Provision of Services Regulations 2009

6.1. The following information is provided by us to ensure our compliance with the above regulations:

6.1.1. The Firm is authorised and regulated by the Solicitors Regulation Authority (ID Number: 627329) and as such is bound by the SRA Handbook 2011 and associated professional rules, which can be viewed at www.sra.org.uk.

6.1.2. The Firm is registered for VAT with the registration number

6.1.3. The Firm maintains qualifying Professional Indemnity Insurance, details of which can be provided on request.

6.1.4. The Firm is committed to providing an excellent service and operates an internal complaints procedure that can be made available on request. We are also committed to cooperating fully with the Legal Ombudsman, contact details of which can be found at www.legalombudsman.org.uk.

7. Severability

7.1. If the Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which the Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from the Terms and the remaining provisions contained within the Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

8. Events Beyond our Control

8.1. The Firm will not be responsible for any breach of the Terms caused by circumstances beyond its reasonable control.

9. Governing Law

9.1. This legal notice and all issues regarding the Website are governed by English law. Access is granted on condition that you accept all of the above and agree to the jurisdiction of the courts of England and Wales to settle matters in relation to the Website.

10. Reports of Misuse

10.1. We take feedback very seriously and are constantly looking for ways to improve the Website. If you have any comments or concerns regarding the information or the Website content generally, or would like to report any misuse of the Website, please contact us by sending an email to info@kineticlaw.co.uk

11. Email Policy

- 11.1. The views and opinions expressed in any email from the Firm are those of the author and are not necessarily endorsed by the Firm.
- 11.2. All information contained in any message or attachments is intended solely for the addressee. It is confidential and may also be legally privileged. If you have received this message in error, please send it back to us, and immediately and permanently delete it. The unauthorised use, disclosure, copying or alteration of this message and/or any attachment is strictly prohibited.
- 11.3. It is your responsibility to scan for viruses or otherwise check any email and any attachments. All email messages and any attachments are scanned for viruses prior to leaving our network. However, the Firm does not guarantee the security of any message or any attachments and will not be responsible for any damages arising as a result of any virus being passed on or arising from any alteration of any message by a third party.
- 11.4. We may monitor emails sent to and from our network.
- 11.5. If you require verification of the content of any email message and/or attachment, or if you have any questions about this policy or our usage of email, please contact us at our offices or by sending an email to **[Insert email address]**.

PRIVACY NOTICE

1. INTRODUCTION

- 1.1. Kinetic Law Limited ("we", "our" or "us"), trading as Kinetic Law is a firm of solicitors and is a body recognised by the Solicitors Regulation Authority under section 9 of the Administration of Justice Act 1985.
- 1.2. We are committed to ensuring that when we collect and use information provided to us or information about visitors to our websites (as described below) we do so in accordance with applicable data privacy laws.
- 1.3. This Privacy Policy explains how we may use information that we obtain about you.

2. SCOPE OF PRIVACY POLICY

- 2.1. This Privacy Policy applies to your use of any of our services, including when you request information from us or engage our legal and other services, or as a result of your relationship with one or more of our clients, or where you apply for a job or work placement, or to any information collected from third parties.
- 2.2. This Privacy Policy also applies to all our websites and online services and any other website, mobile app or other online service created or hosted by us from time to time on which this privacy policy appears, together, our "online services".
- 2.3. We may need to collect certain details from you through our online services if, for example, you want to sign up to our newsletter, enquire about our services, or apply for a job. In addition, our online services make use of cookies and similar technologies, as described in more detail below.
- 2.4. Our client confidentiality obligations are not addressed by this Privacy Policy but are instead described in our terms of business.

3. USE OF COOKIES

- 3.1. This website uses cookies to better the users experience while visiting the website. Where applicable this website uses a cookie control system allowing the user on their first visit to the website to allow or disallow the use of cookies on their computer / device. This complies with recent legislation requirements for websites to obtain explicit consent from users before leaving behind or reading files such as cookies on a user's computer / device.
- 3.2. Cookies are small files saved to the user's computer's hard drive that track, save and store information about the user's interactions and usage of the website. This allows the website, through its server to provide the users with a tailored experience within this website.
- 3.3. Users are advised that if they wish to deny the use and saving of cookies from this website on to their computers hard drive they should take necessary steps within their web browsers security settings to block all cookies from this website and its external serving vendors

- 3.4. This website uses tracking software to monitor its visitors to better understand how they use it. This software is provided by Google Analytics which uses cookies to track visitor usage. The software will save a cookie to your computer's hard drive in order to track and monitor your engagement and usage of the website, but will not store, save or collect personal information. You can read Google's privacy policy here for further information:

www.google.com/privacy.html

- 3.5. Other cookies may be stored to your computer's hard drive by external vendors when this website uses referral programs, sponsored links or adverts. Such cookies are used for conversion and referral tracking and typically expire after 30 days, though some may take longer. No personal information is stored, saved or collected.

4. INFORMATION COLLECTION

General

- 4.1. We will collect personal information directly from you, from clients or from authorised representatives. We may also collect personal information from third parties such as regulatory authorities, your employer, other organisations with whom you have dealings, government agencies, credit reporting agencies, recruitment agencies, information or service providers, publicly available records and the third parties described in the 'Disclosure of your information' section below. We will handle any unsolicited information in accordance with law, including destroying or de-identifying such information where we are required to do so by law.
- 4.2. We may collect current and historical personal information including your name, contact details, identification, organisation, employment, positions held and enquiry/complaint details. We may also collect personal information about your other dealings with us and our clients, including any contact we have with you in person, by telephone, email or online.

Online Services

- 4.3. When you use our online services, we may collect the following:
- 4.4. Information you provide by completing forms (this includes information you give us when registering for any of our online services, subscribing to our services, submitting material or requesting further services);
- 4.5. Information you provide to us if you contact us, for example to report a problem with our online services or raise a query or comment; and
- 4.6. Details of visits made to our online services including, but not limited to, the volume of traffic received, logs (including, where available, the IP address and location of the device connecting to the online services and other technical information and identifiers about the device and the nature of the visit) and the resources accessed.

5. Careers and Recruitment

- 5.1. If you apply for a job or work placement you may need to provide information about your education, employment, background and state of health. Your application will constitute your express consent to our use of this information to assess your application and to allow us to carry out both recruitment analytics and any monitoring activities which may be required of us under applicable law as an employer.
- 5.2. We may also carry out screening checks (including reference, background, directorship, financial probity, identity, eligibility to work, vocational suitability and criminal and regulatory record checks) and consider you for other positions. We may exchange your personal information with academic institutions, recruiters, screening check providers, health service providers, professional and trade associations, law enforcement agencies, recruitment providers, referees and your current and previous employers. Without your personal information, we may not be able to progress considering you for positions with us.

6. USE OF YOUR INFORMATION

- 6.1. We use your information where it is necessary for the performance of a contract with you or necessary in connection with a legal obligation, or where we otherwise consider such use of your information as not detrimental to you, within your reasonable expectations and necessary to fulfil our legitimate interests.
- 6.2. In particular we use your information in order to provide you with, and improve, our services, for example:
 - 6.2.1. To carry out our obligations arising from any contracts entered into between you and us.
 - 6.2.2. To facilitate our internal business operations, including to fulfil our legal requirements (including in relation to anti-money laundering) and professional obligations.
 - 6.2.3. To maintain and develop our relationship with you.
 - 6.2.4. To provide you on an ongoing basis with information and services, including legal advice, that you request from us or which we feel may interest you as permitted under applicable law, and to measure the popularity and effectiveness of services such as newsletters and seminar invitations, in order to improve what we offer to you and other recipients.
 - 6.2.5. To ensure that content from our online services is presented in the most effective and secure manner for you and for your device and settings.
 - 6.2.6. For research, planning, service development, security or risk management.
 - 6.2.7. To maintain and update our records.
- 6.3. We may not be able to do these things without your personal information.
- 6.4. Under applicable data protection legislation, we have a duty of care to ensure that your personal information is accurate and up to date. Therefore, please advise us of any changes to your information.

- 6.5. We will only retain your personal information for as long as is reasonably necessary in the circumstances. Personal information provided in connection with the provision of our legal services will be retained for no longer than fifteen years unless we agree otherwise with you.

7. DISCLOSURE OF YOUR INFORMATION

- 7.1. We may, in providing our services and operating our business, allow our associated firms and our service providers to access your information.
- 7.2. In addition, we may exchange your personal information with third parties where:
- 7.3. You have consented to us sharing your personal information in this way;
- 7.4. We are under a legal, regulatory or professional obligation to do so (for example, in order to comply with anti-money laundering requirements) or in order to enforce or apply our terms of business or to protect the rights and interests, property, or safety of our firm, our clients or others;
- 7.5. All, or substantially all our assets, or the assets of an associated firm, are merged with or acquired by a third party, or we expand or re-organise our business, in which case your personal information may form part of the transferred or merged assets or we may need to transfer your information to new entities or third parties through which our business will be carried out;
- 7.6. It is relevant in the circumstances to disclose the information to our clients, your employer or place of business, your professional advisers and parties with whom we have co-promotional arrangements (such as jointly sponsored events);
- 7.7. We provide anonymous statistical information about users of our websites and related usage information to reputable third parties, including analytics and search engine providers; or
- 7.8. We use a third-party service provider to provide services that involve data processing, for example archival, auditing, reference checking, professional advisory (including legal, accounting, compliance, financial and business consulting), mailing house, delivery, technology, website, research, banking, payment, client contact, data processing, insurance, forensic, litigation support, marketing and security services.
- 7.9. Some of the third parties with whom we share personal information may be located outside of the United Kingdom and / or the European Economic Area. While such third parties will often be subject to privacy and confidentiality obligations, you accept that such obligations may differ from and be less stringent than the requirements of the UK's privacy laws. In those cases, we are not responsible for imposing the laws of the UK and you may not be able to seek redress under the laws in that jurisdiction.

8. SECURITY

- 8.1. The transmission of information via the internet is not completely secure. We cannot guarantee the security of your data transmitted to our online services; any transmission is at your own risk. Once we have received your information, we will take reasonable steps to use procedures and security features to try to prevent unauthorised access, modification or disclosure. For example, if you communicate

with us using email, you assume the risks that such communications between us are intercepted, not received, delayed, corrupted or are received by persons other than the intended recipient.

- 8.2. We take reasonable steps to hold information securely in electronic or physical form. Our information security policy is supported by a number of security standards, processes and procedures and we store information in access-controlled premises or in electronic databases requiring logins and passwords. We require our third-party data storage providers to comply with appropriate information security industry standards. All partners and staff and third-party providers with access to confidential information are subject to confidentiality obligations.

9. THIRD-PARTY SITES

- 9.1. In addition to our online services, which we control directly, we also use and provide links to websites which are controlled by third parties, which may include Twitter, LinkedIn and YouTube, where we have certain accounts and profiles.
- 9.2. If you use or follow a link to any of these third-party websites, please be aware that these websites have their own privacy policies and that we cannot accept any responsibility for their use of information about you.

10. YOUR RIGHTS

- 10.1. The privacy laws of some jurisdictions give individuals the right to access, amend or delete their personal information or, in some circumstances, to restrict the processing of their personal information.
- 10.2. If you would like to request a copy of your data or would like to change or erase all or any part of the information we hold about you, please contact us as set out below. We may refuse to provide access and may charge a fee for access if the relevant legislation allows us to do so, in which case we will provide reasons for our decision as required by law.
- 10.3. We may send you marketing materials relating to our services by email or post. If, at any time, you would prefer to stop receiving newsletters and updates from us, please use the "unsubscribe" option included in the email or other material.

11. STATUS OF THIS POLICY

- 11.1. Your provision of personal information to us constitutes your acceptance of the terms of this Privacy Policy.
- 11.2. Technologies and information governance practices are constantly developing. We may therefore need to revise this Privacy Policy in future. You should therefore review this page regularly to ensure that you are aware of any changes to its terms.

12. CONTACT AND FURTHER INFORMATION

- 12.1. If you have any questions about this Privacy Policy, or want to submit a written complaint about how we handle your personal information, please contact us info@kineticlaw.co.uk or call our office, or

you may submit a complaint to the Information Commissioners Office or the relevant supervisory authority in your jurisdiction.

- 12.2. If you make a privacy complaint, we will respond to let you know how your complaint will be handled. We may ask you for further details, consult with other parties and keep records regarding your complaint.