

## Regulatory Information, Privacy Policy, Legal Notices etc.

### 1. General

- 1.1. **Pavilion Row Limited** (the 'Firm') is a Limited Company registered in England and Wales with company number 7211297. The Firm's registered office is at 1a Heslington Lane, Fulford York, YO10 4HN.

### 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.pavilionrow.co.uk](http://www.pavilionrow.co.uk) (the 'Website').
- 2.2. References on the Website to 'Pavilion Row Limited', 'Pavilion Row', 'the Firm', 'we', 'us' or 'our' mean the Firm. A list of our directors' names and the 'authorised manager' may be inspected on the homepage of the website.
- 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 May 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 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. If you choose to use a hypertext link contained within this website, then you may leave our website. Once you have left our website, whether or not you have realised that you have left, we are no longer responsible in any way for the material on the other website that you enter. In addition, hypertext links are included in order to provide further information and are not intended to signify that we endorse or approve of such website and/or its content. We exclude to the full extent permitted by law all liability that

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may arise in connection with or as a result of such external website material causing any damage, cost, injury or financial loss of any kind.

- 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@pavilionrow.co.uk](mailto:info@pavilionrow.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 lawyer and using any such documents does not create a 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.

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

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

- 5.1.1. The Firm is authorised and regulated by the Council for Licenced Conveyancers (CLC) ID Number: 3354 and as such is bound by the CLC Handbook and associated professional rules, which can be viewed at [www.clc.org.uk](http://www.clc.org.uk).

- 5.1.2. The Firm is registered for VAT with the registration number 129 3107 30.

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

- 5.1.4. 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](http://www.legalombudsman.org.uk).

- 5.1.5. Furthermore, if you are a client and we have made a contract with you by electronic means you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/odr>.

### **6. Severability**

- 6.1. 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.

### **7. Events Beyond our Control**

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

### **8. Governing Law**

- 8.1. 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.

### **9. Reports of Misuse**

- 9.1. 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@pavilionrow.co.uk](mailto:info@pavilionrow.co.uk).

### **10. Data Protection and the Firm's Privacy Policy**

- 10.1. The Firm takes data protection seriously and safeguarding the privacy of the Website visitors is important to us. This privacy policy explains how we use any personal information we may collect when you visit the Website. It also explains our use of cookies and tells you how to contact us if you have any queries about how we use your personal information. In using the Website or by registering for any of the specific services we offer through it you are indicating that you understand and accept that your personal information may be used by us in the manner described below. We are

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registered as a Data Controller with the Information Commissioner (ICO) - registration number Z2506833. The types of personal data that we process are listed under our registration records. All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Regulations. You may raise any query that you have with regard to your confidentiality, privacy and data protection with our Data Protection Officer at the address noted above. You also have the right to lodge a complaint with the ICO in the event that you believe we have mishandled your personal data. Please see the ICO's website for details of their complaints handling process. <https://ico.org.uk/for-the-public/>.

### 10.2. Links with other websites

10.2.1. This Privacy Policy only relates to the Website. Any links from the Website to other websites are provided merely for your convenience and do not imply endorsement by us of the content or provider or the way that your personal data is managed.

### 10.3. Information collected and how we use it

10.3.1. When you access or sign up to any of the Firm's services including newsletters, bulletins, competitions, webinars etc., we may collect and process personal information such as your name, address, telephone number, email address, IP address and other information relating to you.

10.3.2. We will store and use your personal information for purposes such as administering and maintaining our relationship with you; providing services or information requested by you; providing you with further information about our products and services; and for auditing usage of the Website. Your information will not normally be disclosed to third parties except where that is necessary for fulfilment of our obligations to you or we are obliged or permitted to do so by law.

10.4. The Firm does not use any web intelligence software or collect any personal data about users of the Website other than aggregated data which is used to help the Firm improve the quality of the Website. No information about you is stored by us or transmitted by us to any third party.

10.5. Please note that when you make an enquiry with us by email or telephone we may keep a record of the information that is supplied.

### 10.6. Security

10.6.1. The Firm has policies and technical measures in place to safeguard and protect your personal information against unauthorised access, accidental loss, improper use and disclosure. However, the internet is not completely secure and though we will do, our best to protect your personal information the transmission of your data to us is done so at your own risk.

### 10.7. How we use cookies

### 10.8. Cookies Policy

Like many other websites, our website uses cookies. One of the reasons we use cookies is to help us review how customers use our site and the success of our marketing campaigns. This means we can make informed decisions about improvements to the site and get a good understanding of the kind of content our customers like to access.

Cookies are small text files placed on your computer when you visit our site. While they allow us to see patterns in customer behaviour, they do not allow us to identify you specifically.

When you visit our site, you will be briefly informed of what cookies are and how you can manage them. You will also be made aware that if you continue to use the site you are agreeing to the use of cookies. If you choose to disable the cookies, the majority of the site will work as normal. However without information on how people use our site, it is harder for us to make improvements and tailor our service to your needs.

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### The Cookies That We Use

#### Functionality Cookies

The functionality cookies that we use allow us to monitor patterns of traffic on our website, accurately measure the success of our marketing campaigns and allow you to interact with social media while on our site. These cookies are stored on your computer and will expire after a set period of time. These cookies are used to ensure you can correctly navigate our websites and play videos, listen to podcasts or share pages via social media.

#### Performance Cookies

These cookies are used to analyse trends, administer the website, track visitor movements and gather broad demographic information for aggregate use. We use the information to compile reports and to help us improve our websites. These cookies are not linked to personally identifiable information.

#### Targeting and Advertising

The social media sharing functionality on certain web pages is provided by the third party AddThis. As you navigate these pages or if you use the sharing buttons, AddThis will automatically set cookies. We have no control over the cookies that AddThis uses. You can opt out of addthis.com cookies at <http://www.addthis.com/privacy/opt-out>. We sometimes advertise our products, services and vacancies on third party websites such as LinkedIn, Facebook, Twitter, Instagram, Google and Bing. To help us target our advertising we use cookies from those third parties on our websites to tell us which pages you clicked on and interacted with. Each third party uses its own tracking cookies. If you don't want to be shown targeted advertising, some third party sites allow you to request not to see messages from specific advertisers. These third party cookies are not under our control so you should check the websites and cookie policies of any third parties.

#### How To Delete Cookies

If you don't want us to use cookies when you use our website, you can adjust your internet browser settings not to accept cookies. Your web browser's help function should tell you how to do this. Alternatively, you can find information about how to do this for all the commonly used internet browsers on the website: <http://www.aboutcookies.org/default.aspx>. This website will also explain how you can delete cookies which are already stored on your device. You will have been asked to consent to our use of cookies when you first visited our website.

#### Email Cookies

If you register to receive updates by email, we and our partners may use various technologies to collect and store information when you use our Services, and this may include using cookies and similar tracking technologies, such as pixels and web beacons. For example, we use web beacons in the emails we send on your behalf. These web beacons track certain behaviour such as whether the email sent through the Services was delivered and opened and whether links within the email were clicked. They also allow us to collect information such as the recipient's IP address, browser, email client type and other similar details. We use this information to measure the performance of your email campaigns, and to provide analytics information and enhance the effectiveness of our Services. Reports are also available to us when we send email to you, so we may collect and review that information.

Our websites may also collect your IP address which is routinely stored as part of web server log files for 14 days.

### 10.9. Your rights

10.9.1. You have a right of access to any personal information that the Firm may hold about you; to have any inaccurate information about you corrected; and to request that we stop using your personal information for marketing purposes. Access requests should be put in writing and addressed to the Data Protection Officer. We will comply with your access rights without delay and within a month in any event. Providing you with access to the personal data we hold about you is free of charge although we may charge or refuse a request if it is deemed to be manifestly unfounded or excessive. If we refuse a request, we will tell you why and how you may complain about our decision.

### 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. Please be aware that email accounts can be hacked by criminals. If you receive any notification of changes purporting to come from us (particularly including bank details) please contact the person dealing with the matter directly by reliable and established means, such as by telephoning the number on our website (not the number on any suspicious Email you may receive). Our bank account details will not change – please inform us immediately if you are asked to send money to an alternative account or if you are asked to make a payment directly to our bank account by Email. We will not be liable for the transfer of any monies to a bogus account unless it occurred as a result of our negligence.
- 11.5. We may monitor emails sent to and from our network.
- 11.6. 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 [law@pavilionrow.co.uk](mailto:law@pavilionrow.co.uk).