



Terms & Conditions / Disclaimer / Privacy

Please read these terms of business carefully. They apply to both Users and Advertisers. By entering our Website, you are deemed to have accepted our terms of business as set out below, including the disclaimers.

Definitions

In these terms and conditions:

"Advertisers" means all advertisers who subscribe to the site to purchase banner adverts but do not themselves provide Legal Services;

"Legal Advertiser" means a Solicitor sole practitioner, Solicitors Partnership, Solicitors LLP, Solicitors Limited Company or ABS providing Legal Services that is registered with the Solicitors Regulation Authority, the Law Society of Scotland or the Law Society of Northern Ireland and may hold basic membership (which has been "claimed") or subscribe for a banner advert or subscribe for a premium membership

"our services" means solely those services described in clause 1.1 and set out in Clause 12 in these Terms and Conditions;

"our site" means our presence on the internet;

"our, we and us" means MaizSeb Limited and its website www.ratedsolicitors.com;

"User" means a member of the public whether an individual or group of individuals, partnership, LLP, company, unincorporated association or trust that enters the site to obtain information about solicitors in the United Kingdom or Advertisers or for any other reason or to place on the site any rating, review or comment.

1. Introduction

1.1 ratedsolicitors.com (the Website) provides information about Solicitors in the United Kingdom. We provide the last known contact details to include websites, addresses and telephone numbers together with additional information such as the areas of law in which they assert they have expertise.

This is information that is taken from various publicly available sources and we make no representation and cannot warrant that it is accurate at the date when viewed by a User or any other person. The accuracy of the information must be confirmed by the User with each Solicitor they contact. The site allows Users who have previously used the services of a Solicitor listed on the site, or added to the site by the User, to give ratings, testimonials/reviews about that legal practice and a particular Solicitor if listed on the site. The site also carries advertisements by Advertisers of services ancillary to those of the legal practices.

- 1.2 ratedsolicitors.com is operated by MaizSeb Limited a private limited company registered in England and Wales (Number 5755923) whose registered office is Midway, Wixford, Warwickshire B49 6DA. You may contact us at any time by email to info@ratedsolicitors.com. We shall make an appropriate response within a reasonable period.
- 1.3 Our site is directed at individuals and commercial enterprises throughout the United Kingdom.

2 Our obligations to Users

2.1 we will permit you to access, use and interact with our site without charge subject to these terms and conditions

2.2 we will:

2.2.1 exercise reasonable care in compiling our site;

2.2.2 use reasonable efforts to make our site available to you at all times:

2.2.3 take the reasonable steps set out in our privacy policy to endeavour to secure any personal data that we acquire

2.3 From time to time, we may modify these Terms. Accordingly, please continue to review our Terms whenever accessing or using ratedsolicitors.com. If at any time you do not agree or consent to the Terms, you cannot use the service. We recommend you print off and retain a copy of these terms for your records.

3. Our obligations to Legal Advertisers and Advertisers

3.1 in consideration of you electing to claim your entry and/or payment of your subscriptions for premium membership or banner adverts we will permit you to access this site for the purpose of advertising your services and use and interact with our site but subject to these terms and conditions.

3.2 we will:

3.2.1 exercise reasonable care in compiling our site;

3.2.2 use reasonable efforts to make our site available to you at all times:

3.2.3 take the reasonable steps set out in our privacy policy to endeavour to secure any personal data that we acquire

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4. Use of ratedsolicitors.com by Users, Legal Advertisers and Advertisers

4.1 We reserve the right at any time to remove, screen or edit any material or content on the Website at our sole discretion without prior notice and without any liability on our part. Such changes may result in you being unable to access the Website itself or any particular part of it. We may have to suspend the Website from time to time to carry out maintenance and to make upgrades. In using this website you accept that we shall not be liable for any loss in contract or tort and howsoever arising because of the removal screening editing lack of access or suspension.

4.2 Reviews left by Users that will certainly NOT be published include, but are not limited to, those that are considered to be:

- defamatory, abusive, threatening, malicious or otherwise considered offensive
- advertising
- promoting an illegal act
- revealing personal information
- critical reviews (less than 3 stars) where the author has not exhausted the Legal Advertiser's internal complaints procedure and exhausted reference to the Legal Ombudsman the Solicitors Regulation Authority, the Scottish Legal Complaints Commission or the Law Society of Northern Ireland and the complaint has been upheld in its entirety or in part and the findings have been published in the relevant body's public forum.

4.3 You agree not to do or cause to be done anything which might interfere with the proper working of ratedsolicitors.com.

4.4 You agree that you will not use any robot spider, scraper or other automated means to access the website for any purpose without our express permission.

4.5 You agree not to use the Website as a source of targeting material or contact data for any kind of telemarketing, direct marketing, viral or other electronic marketing activity on your own behalf or for the benefit of any Third Party.

4.6 We may provide you with a confidential username and password to enable you to access parts of the Website. You must maintain the confidentiality of your

username and password and must reveal them to no one. You must immediately notify us if you know or suspect that your username and/or password have been disclosed to any other person. By using this website you accept that we shall not be liable in contract or tort for any loss howsoever arising, save for fraud by our employees or agents, from any breach of confidentiality in respect of your username and password.

4.7 As a User of ratedsolicitors.com, you give us consent to send you occasional e-mail marketing updates about similar products and services only. We shall not share your personal details with any third party under any circumstances. Should you wish to opt-out at any time, you can also do so by clicking "Unsubscribe" at the bottom of any email we send out to you.

4.8 As a Legal Advertiser or Advertiser of ratedsolicitors.com you give us consent to send you marketing emails from time to time. You may, however, unsubscribe at any time, should you wish to do so by clicking "Unsubscribe" at the bottom of any email we send you.

5. Advertising

5.1 All content placed on the Website by Legal Advertisers and Advertisers, is subject to our prior approval and permission.

5.2 You undertake not to copy, store in any medium (including in any other Website), distribute, transmit, re-transmit, broadcast, modify, or show in public any part of the Website (save for these Terms) without our prior written permission.

5.3 You agree to use ratedsolicitors.com for lawful purposes only and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site by any third party.

5.4 You agree to inform us if any of the information in your advertisement is no longer accurate and to update the information in your advertisement as and when necessary to maintain its accuracy.

5.5 Legal Advertisers who take a premium membership or banner adverts and all Advertisers who take banner adverts shall make the agreed monthly payments through the medium of Stripe's Online Payment Processing Platform (www.Stripe.com)

5.6 Payments due under Clause 5.5 shall be made on the day the membership or advert is purchased and thereafter on a calendar monthly basis.

5.7 payments under clause 5.6 shall continue until:

5.7.1 termination by the Legal Advertiser or Advertiser by stopping the monthly payment as referred to in Clause 5.6; or

5.7.2 termination pursuant to clause 13 herein.

5.8 the monthly rate for a premium membership paid by a Legal Advertiser or by an Advertiser for banner advertising services on the site will apply from month to month but is subject to variation by us upon written notification of any variation in the monthly rate served at least 28 days before the end of the calendar month preceding the month upon which the variation is to apply.

6. Links

6.1 Use by Legal Advertiser and Advertiser

Moderate use of external linking (one to two links per advertisement page) is permitted subject to our prior approval and authorisation; however, links to competitor sites are strictly prohibited.

6.2 Use by User

A User may not place any link on the site or in any review or comment (whether made by him or another User) unless it is to the internet site of the Legal Ombudsman, the Scottish Legal Complaints Commission, the Solicitors Regulation Authority or the Law Society of England and Wales, the Law Society of Scotland or the Law Society of Northern Ireland) and in no circumstances may a User republish in any medium (whether written or verbal) any comment on the site.

6.3 any Advertiser or User who breaches the obligation imposed on them by clause 5 acknowledges and accepts that they must thereafter indemnify us for any damage howsoever arising from the said breach

7. Contribution

7.1 If we invite you to submit any contribution to ratedsolicitors.com (including without limitation any text, graphics, video or audio) you acknowledge that, save as otherwise agreed in writing, by making such a submission, you grant us a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to any such work worldwide and/or to incorporate it in other works in any media now known or later developed for the full term of any rights that may exist in such content. If you do not wish to grant us such rights you must not submit your contribution us. By submitting your contribution to ratedsolicitors.com, you represent and warrant that such contribution is:

7.1.1 Your own original work and that you have the right to make it available to us for all the purposes specified above.

- 7.1.2 Not defamatory; and
 - 7.1.3 Not infringing any law.
 - 7.1.4 Accurate to the best of your information, knowledge or belief
- 7.2 You agree to indemnify us against all legal fees, damages and other expenses that may be incurred by us or as a result of your breach of the warranties in Clause 7.1. You agree to waive any moral rights in your contribution for the purposes of its submission to and publication on [ratedsolicitors.com](https://www.ratedsolicitors.com) and the other purposes specified above.

8. Disclaimer

- 8.1 Unless otherwise specified, the materials on [ratedsolicitors.com](https://www.ratedsolicitors.com) are directed solely at those who access this Website from the United Kingdom. We make no representation and do not warrant that anything referred to in the materials on [ratedsolicitors.co.uk](https://www.ratedsolicitors.co.uk) is appropriate for use, or available, in other geographical locations. Those who choose to access this site from locations other than the United Kingdom are responsible for compliance with local laws if and to the extent local laws are applicable.
- 8.2 The ratings reviews and comments left on this website are the views and statements of opinion of the Users themselves designed to allow others to make informed choices about their choice of Solicitors. We are unable to verify the authenticity or accuracy of any such rating review or comment. You acknowledge and accept that we shall not be liable in contract or in tort for any losses to a User Legal Advertiser or Advertiser and howsoever arising whether in consequence of the posting of any rating review or comment .
- 8.3 Although we make every reasonable effort to ensure the details on [ratedsolicitors.com](https://www.ratedsolicitors.com) are correct, please note we make no representation and give no guarantee or warranty as to, and have no liability in relation to, the currency, usefulness or accuracy of any of the content of the Website. It remains the primary obligation of the Legal Advertisers and Advertisers pursuant clause 5.4 of these terms and conditions to ensure the accuracy of the advertisements. Users acknowledge and accept that any remedy they have for any inaccuracy in any content of the Website lies solely against the relevant Legal Advertiser or Advertiser. There may be occasions when some of the information featured on [ratedsolicitors.com](https://www.ratedsolicitors.com) may contain incomplete or misleading data, typographical errors, or other inaccuracies. Any errors are wholly unintentional and we apologise for any inconvenience which this might cause. You acknowledge that you are responsible for inputting the correct information requested of you. Some of the site contains general legal information. We do not represent warrant or guarantee that the general legal information so provided is applicable or relevant to the facts of your particular matter. The provision of general legal information is not intended to replace the need for you to consult a suitably qualified Solicitor.

- 8.4 Users acknowledge that it is their responsibility to select a Solicitor and to negotiate the terms of any work to be performed by the Solicitor or Advertiser and we make no representation or give any warranty or guarantee regarding any service to be obtained through an introduction made via this website. We cannot accept any liability in respect of any contract, retainer or other agreement entered into between you and any Solicitor or Advertiser. In particular, but without limitation, we accept no liability relating to any advice received or the quality of any services performed or omitted to be performed by any Solicitor and accordingly we shall not be liable for any loss or damage to you due to any occurrence resulting from the introduction of you to a Solicitor howsoever arising.
- 8.5 Further, we make no representation and cannot warrant or guarantee the accuracy of and cannot accept any liability in respect of any answers or responses to legal questions posted on the site by Third Parties under the “Ask a Solicitor” function and accordingly we shall not be liable in contract or tort for any occurrence resulting from any error or inaccuracy howsoever arising including but not limited to any direct, indirect or consequential loss of any kind suffered by you howsoever arising.
- 8.6 Further, we make no representation or give any warranty or guarantee, or otherwise as to the accuracy of the information contained in “The Law Guide”; “News” or “Blog” and cannot accept any liability in contract or tort in respect of any error contained therein and accordingly we shall not be liable for any error or inaccuracies howsoever arising including but not limited to any direct, indirect or consequential loss.
- 8.7 Further we make no representation or give any warranty or guarantee as to the competence of any Advertiser on the site and we shall not be liable for any loss howsoever arising from the employment or use of such Advertisers by the User or other Advertiser or Legal Advertiser.
- 8.8 We do not represent or warrant or guarantee to Users or Legal Advertisers or Advertisers that:
- (a) access to our site, or any part of it, will be uninterrupted, reliable or fault free or that it will meet your data processing requirements;
 - (b) the website will be free of viruses, malware or other harmful elements and you therefore agree that access to the site is undertaken at your own risk.
- and we shall therefore not be liable for any loss or damage howsoever arising in contract or tort.
- 8.9 We shall not be liable in contract or in tort to you or to any person for any loss or damage (whether or not we ought reasonably to have known of or had been advised of the possibility of the same), whatsoever or howsoever caused (including negligence) except as provided in Clause 8.11 below, arising directly or indirectly in connection with these Terms, the use of the Website or any of the materials contained in it, or as a result of withdrawing and/or screening

editing or removing any materials or content on ratedsolicitors.com or otherwise, except that which it is unlawful to exclude.

- 8.10 Notwithstanding the generality of Clause 8.9 above, we expressly exclude liability for direct, indirect or consequential loss or damage including but not limited to loss or damage in respect of ratedsolicitors.com, its use, the lack of availability of the Website or any part of it or its content, loss of or damage to data or in respect of other equipment or property whether or not the same may be in our care, custody or control, for loss of profit, business, revenue, goodwill or anticipated savings, or otherwise.
- 8.11 We do not exclude liability for death or personal injury arising as a result of the negligence of us, our employees, agents or authorised representatives.
- 8.12 You shall indemnify us in respect of all costs (including legal costs on a full indemnity basis), losses expenses and claims in respect of or in connection with:
- 8.12.1 Any improper use by you of the Website;
 - 8.12.2 Any breach by you of any of these Terms or any relevant legislation or regulations; and
 - 8.12.3 Any claim brought against us as a result of or in connection with your actions or omissions.
- 8.13 The colours we use, as well as the display and colour capabilities of your particular computer monitor, will greatly affect what you actually see on the screen. We cannot be held responsible for the limitations of technology and cannot guarantee that your monitor's display of any colour, texture, or detail of graphics or visual elements of ratedsolicitors.com will be wholly accurate. It is your responsibility to keep your particular terminal virus-free and all software(s) up-to-date at all times.

9. Intellectual Property

- 9.1 All brand names, product and service names and copyright used in ratedsolicitors.com (the Marks) are Marks of their respective holders. All goodwill associated with the Marks or with our trade names or marks shall inure solely to the benefit of their respective holders or with us, and you shall not assert any claim or ownership to the Marks or to the goodwill or reputation thereof.
- 9.2 No permission is given by us for the use of the Marks or our trade names or marks by any person other than such holders and such use may constitute an infringement of the holder's rights.
- 9.3 All designs and content featured on ratedsolicitors.com, including navigational buttons and images, artwork, graphics, photography, text and the like are

the copyright of us or our licensors and any use of materials on this Website without our prior written consent is strictly prohibited. Any perceived violation of any of our intellectual property in any circumstance will be dealt with appropriately in the courts in England & Wales.

10. Privacy Policy

10.1 We are registered as a data controller with the office of the Data Protection Commissioner. Our DPA number is . Details of our registration can be found at the Data Protection Commissioner's Website www.dataprotection.co.uk

10.2 We consider the information you provide as private. We use the information for the following purposes:

10.2.1 Processing your account.

10.2.2 To find a Solicitor to provide you with a quote if you have requested the same via the "Quote from a Solicitor" function;

10.2.3 To find a Solicitor to provide an answer to your question if you have used the "Ask a Solicitor" function.

10.2.4 For statistical purposes to improve the service we give to you.

10.2.5 To administer our business.

10.2.6 Unless you have already objected during the registration process, to notify you of products or services that may be of interest to you.

10.3 We do not share your details with any third parties save as stated above.

11. Hyperlinks

Certain hypertext links in ratedsolicitors.com will lead to websites ("Third Party Websites") which are not under our control. When you activate any of these, you may, in turn, leave our Website. We have no control over the material on any of these linked Third Party Websites and we make no representation and give no warranty and cannot be taken to hold out that any content of such websites are accurate true or up to date. Use of such hyperlinks will be at the Users own risk. We accept no responsibility or liability for any losses or penalties howsoever arising that may be incurred by use of such third party websites.

12. Our Services

12.1 ratedsolicitors.com is a guide to help Users of all sorts find a solicitor or other UK legal professional or ancillary services to best suit their requirements. We do not buy or sell goods. Any goods or services advertised for sale on ratedsolicitors.com are offered for sale by the third party whose name and address appears.

- 12.2 Whilst we shall use our best endeavours to do so, we do not guarantee to be able to find a Solicitor to either (a) provide you with a quote for legal work to be undertaken; or (b) to provide you with an answer or answers to your legal question whether by reason of geographical restrictions or otherwise.
- 12.3 We give no representation warranty or guarantee that any Solicitor to whom we have passed your details will contact you or agree to accept instructions from you and/or enter into a solicitor/client relationship with you.
- 12.4 If you order a Legal Advertiser's services or Advertiser's goods or services through ratedsolicitors.com you do so on the terms and conditions of that Legal Advertiser or Advertiser. Please ensure you read such terms and conditions.
- 12.5 We are not involved in the actual transaction between you and the Legal Advertiser or Advertiser and the enforcement of any contractual obligations arising out of the completion of a transaction is the responsibility of you and the said Legal Advertiser or Advertiser (as applicable). We are not obliged to mediate between parties or enforce or execute fulfilment of any contract.

13. Termination

We reserve the right to terminate or suspend our service to you (whether you are a User, Legal Advertiser or Advertiser) with immediate effect and such termination or suspension shall not give rise to any claim in contract or in tort and we shall not be liable to you for any loss howsoever arising from the act of termination or any suspension.

14. Force Majeure

- 14.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may then cancel or suspend any of our obligations to you, without liability.
- 14.2 Examples, but not a comprehensive list, of those circumstances include act of God, accident, explosion, fire, transport delays, strikes and/or other industrial disputes.

15. General

- 15.1 No waiver by us of any breach of the Terms by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.2 English Law is applicable to any contract made under the Terms. The English courts have exclusive jurisdiction.

- 15.3 If you are more than one person, each of you has joint and several obligations under the Terms.
- 15.4 If any of the Terms are unenforceable as drafted:
- 15.4.1 It will not affect the enforceability of any other of these terms; and
 - 15.4.2 If it would be enforceable if amended, it will be treated as so amended.
- 15.5 Any notice which is to be served under the Terms may be served:
- 15.5.1 By you by leaving it at or by delivering it (by first class post) to our registered office; and
 - 15.5.2 By us by leaving it at or by delivering it (by first class post) to the last address you have provided to us; and
 - 15.5.3 By e-mail with the notice as an attachment thereto to the current e-mail address of the recipient
 - 15.5.4 All such notices must be signed.
- 15.6 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person who is not a party to these Terms.
- 15.7 Nothing in these Terms shall create, or be deemed to create, a partnership, a joint venture, a relationship of principal and agent or a relationship of employer and employee between the parties.
- 15.8 Any queries or comments about ratedsolicitors.com complaints, or objection to us making use of your personal data in the ways detailed above, should be directed to info@ratedsolicitors.com.

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