

Terms and Conditions for the use of the BWB “Deeds on Demand” (BWB Property Department Extranet)

Welcome to the “Deeds on Demand” Service Extranet. Please read these Terms and Conditions carefully, they contain important information about your rights and obligations. You can print out these Terms and Conditions by clicking on the print icon on your browser.

1. Introduction

- 1.1 Please read these Terms and Conditions carefully before using the “Deeds on Demand” Service Extranet (“the Extranet”) operated by Bates Wells & Braithwaite London LLP.
- 1.2 References to “BWB”, “our”, “we” or “us” in these Terms and Conditions are references to Bates Wells & Braithwaite London LLP.
- 1.3 By using or accessing the Extranet, you agree to be legally bound by these Terms and Conditions.
- 1.4 If you do not wish to be bound by these Terms and Conditions then you may not use the Extranet.

2. Nature of the Extranet

- 2.1 The Extranet enables you to view deeds and copy documents in respect of your organisation’s properties.

3. Extranet Use

- 3.1 You may not alter the Extranet in any way or post onto or transmit to the Extranet any material containing software viruses or files which may damage or disrupt the good working order of computer or telecommunications equipment.
- 3.2 BWB reserves the right at any time and without prior notice to withdraw the Extranet in whole or part and/or replace or amend these Terms and Conditions by posting amendments or a new set of terms and conditions on the Extranet. Your continued use of this site after amendments or a new set of terms and conditions are posted constitutes your acceptance of these Terms and Conditions as modified. You should therefore visit this page frequently to review the Terms and Conditions.

4. User ID and Passwords

- 4.1 You will be issued with a user ID and password in order to access the Extranet and you must notify us of the representative of your organisation who will be in receipt of the user ID and password. You must keep all access codes secret and must not allow any other person or organisation access to the Extranet by using your access codes except with out express written consent. You must notify us immediately of any unauthorised use of your access codes.

5. Accuracy

5.1 BWB does not guarantee that the information contained in the Extranet is accurate, comprehensive, verified or complete, and accepts no liability if any person or organisation relies on or uses the information.

5.2 BWB does not guarantee that the functions or materials accessible from or contained in the Extranet will be uninterrupted or error free, that defects will be corrected, or that the Extranet or the server that makes it available are free of viruses or faults.

6. Applicability of online materials

6.1 The Extranet is controlled and operated by us. Where content on the Extranet is supplied by others we do not control or endorse such content in any way.

6.2 We have used reasonable endeavours to ensure that the Extranet complies with UK laws, but cannot ensure that it is appropriate or available for use in every territory outside the UK. Those who visit the Extranet from other territories are responsible for compliance with all applicable laws. If use of the Extranet and/or viewing of it, or use of any content on the Extranet, are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use the Extranet and you must exit immediately.

7. Copyright and monitoring

7.1 The contents of the Extranet are protected by international copyright laws and other intellectual property rights. The owner of these rights is BWB, its affiliates or other third party licensors. No content from the Extranet may be copied, used or reproduced without our written consent and the written permission of the owners of the intellectual property rights in the content. Please send your written requests to use content from the Extranet using the email form on the media page <http://www.bateswells.co.uk/ContactUs.aspx>.

8. Liability

8.1 In circumstances where you suffer loss or damage arising out of or in connection with the use of the Extranet, we accept no liability for this loss or damage.

8.2 Notwithstanding clause 8.1, if we are liable to you for any reason, our liability will be limited to £200. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or from our fraudulent misrepresentation.

8.3 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Extranet and is compatible with the Extranet. We do not guarantee that any material available from the Extranet will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks to satisfy your requirements.

8.4 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

9. General

- 9.1 We may assign, transfer, novate or subcontract any or all of our rights and obligations under these Terms and Conditions at any time.
- 9.2 These Terms and Conditions are the whole agreement between you and BWB. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by BWB or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these Terms and Conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Terms and Conditions or Privacy Policy.
- 9.3 If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other Terms and Conditions and shall be deemed to be deleted from them.
- 9.4 These Terms and Conditions and your use of the Extranet are governed by English law and you submit to the non-exclusive jurisdiction of the English courts.
- 9.5 Except in respect of a payment obligation, neither you nor BWB will be held liable for any failure to perform any obligation to the other due to causes beyond your or BWB' respective reasonable control.
- 9.6 Failure or delay by either party enforcing an obligation or exercising a right under these Terms and Conditions does not constitute a waiver of that obligation or right.
- 9.7 These Terms and Conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

10. Notices

- 10.1 All notices shall be given:
- 10.1.1 to us via e-mail using the form on the connect page <http://www.bateswells.co.uk/ContactUs.aspx>; or
- 10.1.2 to you at the email address you provide when using the Extranet or subsequently update.
- 10.2 Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt).

11. “Deeds on Demand”

- 11.1 This phrase may not be used by you other than with our permission.

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