

Website Terms of Use

The information set out below ("Terms of Use") governs your use of the website www.nigelricks.com (referred to below as the "Site"), your relationship with Nigel Ricks & Company Ltd (the "Firm", "we", or "us") and its subsidiary companies, and to any correspondence by e-mail between us and you. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms of Use, please do not use the Site.

Information about us

The Site is operated by the Firm. The Firm is a limited company registered in England & Wales. Its registered number is 05456276 and its registered office and trading address is Rose Villa, 42 Glebe Street, Loughborough, Leicestershire, LE11 1JR.

The Firm is registered to carry on audit work in the United Kingdom and regulated for a range of investment business activities by the Institute of Chartered Accountants in England and Wales. Details about the Firm's audit registration can be viewed at www.auditregister.org.uk under reference number C009040444.

In accordance with the disclosure requirements of the Services Regulations 2009, our lead professional indemnity insurer is Aviva (contact details available upon request).

Site use and access

The Site is provided to you for your personal use subject to these Terms of Use. By using the Site you agree to be bound by these Terms of Use. References to these Terms of Use include the Privacy Policy.

Access to the site is permitted on a temporary basis, and we reserve the right to withdraw any service we provide on the Site. We will not be liable if for any reason the Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Site, or the entire Site.

When using the Site you must comply with the provisions in these Terms of Use and our Privacy Policy.

Amendments & Information

We may update these Terms of Use from time to time for legal or regulatory reasons or to allow the proper operation of the Site. If you continue to use the Site after the date on which the change comes into effect, your use of the Site indicates your agreement to be bound by the new Terms of Use.

Any of the material on the Site may be out of date and/or contain inaccuracies at any given time, and we are under no obligation to update such material.

Due to the nature of the Internet, we offer no guarantees, warranties or make any representation that this Site will be error free.

Intellectual property

The content of the Site is protected by copyright, trade marks, database right and other intellectual property rights. You may retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site without written permission from the Firm.

For the avoidance of doubt and unless otherwise stated the copyright of all content of the Site including without limitation photographs and graphical images is owned by the Firm and any use of the same other than in accordance with the Terms of Use for any purpose is prohibited.

You must not modify any documents, graphics, images or use any corresponding text away from such graphics and images. The Firm's logo, copyright and trademarks must appear in all copies made by you.

All rights not granted by the Terms of Use are expressly reserved for the Firm.

Your use of the Site

You may not use the Site for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
- interfering with any other person's use or enjoyment of the Site; or
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

You will be responsible for our losses and costs resulting from your breach of this clause.

Availability of the Site

Although we aim to offer you the best service possible, we make no promise that the services at the Site will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the Site you should report it to us and we will attempt to correct the fault as soon as we reasonably can.

Your access to the Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

The Firm's liability

All information provided in this website has been prepared for general information and illustration purposes and does not establish, in any form, a business or professional services relationship with the Firm or any of its subsidiary companies.

The Site may provide content from other internet sites or resources and while the Firm tries to ensure that material included on the Site is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content. If the Firm is informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can.

The content of the Site is provided on an "as is" and "as available" basis and without any warranty or condition, express or implied, or any other terms of any kind. Accordingly, to the maximum extent permitted by law, the Firm provides you with the Site on the basis that all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable skill and care) which, but for the Terms of Use, might have effect in relation to this Site are excluded.

If you take advantage of any discounts, offers, promotions, or are involved in transactions with

any businesses in relation to an offer, deal, promotion etc found on or through the Site, including but not to payment for and delivery of goods or services, any other terms and conditions, warranties or representations associated with such transactions are solely between you and the providers of the offers, discounts, promotions etc. You agree that we shall not be liable for any loss or damage of any sort incurred as a result of any such dealings, or as the result of the presence of such offers, discounts, promotions etc.

If we are in breach of these Terms of Use, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use the Site.

To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- Any liability for direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted time; and
 - any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This clause shall not limit or affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or under applicable law.

Advertising and Sponsorship

Part of the Site may, at times, contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

Third Party Websites & Linking

As a convenience to users, the Site may include links to other websites or material, which are beyond the Firm's control. Please understand that the Firm is not responsible for content on any site outside the Site and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Please read the terms of use of other websites. Please also understand that a link to another website from this Site does not mean that we endorse the content, use, products and services of the other website.

The Site must not be framed on any other site, nor may you create a link to any part of the Site.

If you wish to make any use of material on the Site, please contact us.

Information and Processing your Information

We process information about you in accordance with our Privacy Policy. By using the Site, you consent to such processing and you warrant that all data provided by you in respect of such information is accurate.

Other than personally identifiable information, which is covered under our Privacy Policy, any other information you transmit or post to the Site shall be considered non-confidential and non-proprietary. The Firm and its subsidiary companies shall have no obligations with respect to such material and/or information. The Firm and its subsidiary companies shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial and non-commercial purposes.

Information and downloads on this Site are provided on an "as is" basis without warranty of any kind, either express or implied including, but not to, the implied warranties of satisfactory quality, fitness for a particular purpose or non infringement. All such warranties are excluded to the fullest extent permitted by law.

Information and downloads on this Site may be incomplete, out of date or inaccurate and may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. Advertisers may make improvements and/or changes in the details provided at any time without notice. It is therefore essential that you verify all such information with us or any third party advertisers before taking any action in reliance upon it.

Viruses, Hacking and other Offences

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

We will not be liable for 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 the Site or to your downloading of any material posted on it, or on any website linked to it.

Complaints and Applicable Law

These Terms of Use will be subject to the laws of England and Wales. If you have any complaints about the website then please contact us (details as per our contact us page) as soon as possible marking your complaint "For the attention of the Senior Partner". We will try to solve any disagreements quickly and efficiently. If the complaint is not satisfactorily resolved then the process will follow a formal complaints procedure, details of which will be made available at the time. If we do not answer your complaint to your satisfaction you may of course take up the matter with the ICAEW (our professional regulatory body) by whom we are regulated for audit purposes.

If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England and Wales.

International Use

The Firm makes no promise that materials on the Site are appropriate or available for use in locations outside the United Kingdom, and accessing the Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

Privacy Policy

The website does not automatically capture or store personal information.

We do not use cookies for collecting user information from the site.

Any personal information that you provide to us will only be used for the purpose stated at the time we request it. This information will not be disclosed to a third party except where authorised by you or as otherwise permitted by the Data Protection Act.

Any personal data collected or stored is done so in line with the Data Protection Act 1998.

We do not sell our mailing list information to others or permit other organisations to use it.

This privacy policy only covers the Nigel Ricks and Company Ltd website at www.nigelricks.co.uk Links within this site to other websites are not covered by this policy.

Miscellaneous

You may not transfer any of your rights under these Terms of Use to any other person. The Firm may transfer its rights under these Terms of Use to another business where the Firm reasonably believes your rights will not be affected.

If you breach these Terms of Use and the Firm chooses to ignore this, the Firm will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms of Use.

The Firm shall not be responsible for any breach of these Terms of Use caused by circumstances beyond its reasonable control.

If you have any queries please contact enquiries@nigelricks.com

Last updated: 5th August 2010