



Website Terms of Use

November 2024

Version 1.0

Contents

Document control	2
Introduction	2
Site use	3
Terms.....	3
Site operation.....	3
Privacy Policy.....	3
Intellectual Property Rights.....	3
Loss or damage.....	4
Disclaimers	4
Jurisdiction and dispute resolution.....	5
Cookies policy.....	5
Miscellaneous.....	6
Our details.....	6

Document control

Version	Date	Author	Amendment
1.0	November 2024	Terri Pugh	Creation

Introduction

These Terms and Conditions set out how you (the User) can use the R J Francis & Co website.

Please read them carefully.

The Data Management and Privacy Policy is set out in a separate page and confirms how we use data relating to you, and it forms part of these Terms of Use.

These Terms and Conditions describe the terms on which you are permitted to use this Site.

These terms may change from time and the terms in force will be displayed on this page.

Site use

By visiting www.rjfrancis.co.uk you are consenting our terms and conditions as set out below. Should you not wish to accept the terms and conditions of this Site in full you should cease using this Site immediately.

This website, www.rjfrancis.co.uk, will be referred to as the "Site". All visitors to the Site will be referred to as "User" "You" or "Your". As a user, you will be bound by these Terms of Use which may also be referred to from time to time as Terms and Conditions. The terms "RJF" "We" "Us" and "Our" refer to R J Francis & Co Ltd and the staff within. Accessing and using the Site constitutes acceptance of the Terms of Use.

By using this Site you agree to the Terms and Conditions without modification. We reserve the right to amend the Terms of Use of this Site and on doing so we will update these Terms and Conditions.

You must not copy, share or disseminate the information on this site which is subject to copyright for which all rights are reserved.

This Site is directed to people residing in the United Kingdom. We do not represent that the content will be available or appropriate in other locations. This Site is written in English and we do not take responsibility for any translations which are applied to this Site.

Terms

The content on this Site, and the associated social media channels and email marketing, will include information on our accountancy and audit services. All content is intended for informational purposes only. None of the content in emails, blog posts or social media posts should be construed as specific or individual advice.

Site operation

This Site is available free of charge. We do not guarantee the availability of any Site or content. We reserve all rights to withdraw, suspend or restrict the content at any time for any reasons.

We do not guarantee that this Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

Privacy Policy

Our business has a separate Data Management and Privacy Policy. This can be found at <https://rjfrancis.co.uk/our-policies>.

Intellectual Property Rights

This Site contains intellectual property created and owned by RJF, unless otherwise stated. The Intellectual Property includes all content on the Site. Content means any text, graphics, audio and video and also extends to the page layouts of this Site and any social media channels and emails. All photographs and videos on this website and the connected social media channels are subject to copyright.

You may not use our intellectual property in any way. This includes but is not limited to republishing or sharing any text, graphics, audio and video and also extends to the page layouts of this Site and any social media channels and emails.

Should you wish to utilise the content on this Site please contact admin@rjfrancis.co.uk to make your request. You must receive written permission to repurpose, copy and/or modify any content on this Site, or content which is shared to you by email or on social media.

If you are granted permission to share content from this Site or our social media channels please link back to the specific website page and let us know that you have shared the piece so that we can share your piece with our audience.

For all copyright requests please contact admin@rjfrancis.co.uk.

Loss or damage

Notwithstanding any of these terms, we do not intend to exclude or limit our liability to you where it would be unlawful to do so. We do not exclude or limit liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We have no liability to You for any loss of profit, loss of business, business interruption or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation only if this is caused by our failure to use reasonable care and skill.

Disclaimers

The information on this website is intended for information purposes only and does not constitute individual advice. The information on this Site is provided without any representations or warranties, express or implied.

You must obtain professional or specialist advice for your own individual circumstances before taking, or refraining from taking, any action on the basis of the content on our Site.

Although reasonable efforts are made to update the information on the main pages of this Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

We will not update any blog posts (also known as “news and updates”) after publication. Any facts or figures published are only deemed to be relevant and correct at the time of publication.

The content on this Site does not constitute professional or personal advice. Should you require advice for your financial affairs then you should enter into a contract with us or contact an alternative professional directly. Viewing the information on this Site does not constitute a contractual relationship between you and us.

Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

This Site may contain links to other sites. These sites are not under our control and we cannot be responsible for any actions or events arising from you following any links from this Site. Links are provided for informational purposes only and should not be interpreted as approval or endorsement by us.

Any comments on our blog or social media channels are not endorsed or verified by us. We are not responsible for the comments on our Site made by third parties. Should we become aware of comments which are likely to be

distressing we will remove them from our Site. Removal of comments does not indicate that any compensation will be awarded; it will not. Comments are removed to ensure enjoyment for Site users.

Jurisdiction and dispute resolution

These Terms are governed by the laws of England & Wales. The Courts of England & Wales have exclusive jurisdiction for any matter and proceedings arising out of the use of this Site.

It is intended that all disputes can be resolved with good faith between the parties.

Cookies policy

This Site uses cookies; small files of letter and numbers that are automatically placed on your machine – if you agree - to help our Site provide a better user experience.

Cookies do not typically include identifying personal information but cookies may also be linked to personal information which is stored about you.

Cookies may be either “persistent” cookies or “session” cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

We use cookies for the following purposes:

- (a) authentication – we use cookies to identify you when you visit our website and as you navigate our website (cookies used for this purpose are: PHPSESSID);
- (b) status – we use cookies to help us to determine if you are logged into our website (cookies used for this purpose are: wordpress_logged_in_[id], wordpress_sec_[id]);

Our service providers use cookies and those cookies may be stored on your computer when you visit our website.

We use Google Analytics to analyse the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. The privacy policy for Google Analytics is available at: <https://www.google.com/policies/privacy>. The relevant cookies are: `_ga`, `_gid`, `_gat`, `AMP_TOKEN`, `_gac_[property-id]`.

We have no control over third party cookies.

In general, cookies should make your browsing experience better. You may prefer to disable cookies for this Site which you can do by disabling cookies in your browser. Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:

- (a) <https://support.google.com/chrome/answer/95647?hl=en> (Chrome);
- (b) <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);
- (c) <http://www.opera.com/help/tutorials/security/cookies/> (Opera);
- (d) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- (e) <https://support.apple.com/kb/PH21411> (Safari); and
- (f) <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge).

Please note that if you change your browser settings to block all cookies (including essential cookies) you may not be able to access some or all of our Site.

Except for essential cookies, all cookies expire within a reasonable period of time.

Miscellaneous

Whilst using this Site you may provide personal information about yourself including your name and email address. When providing these details, you agree to provide accurate and up to date information.

For the avoidance of doubt the Terms of Use stand as terms only, there is no intention to create a contract.

Our details

This website is owned and operated by R.J.Francis & Co.

We are registered in England and Wales under registration number 06531209, and our registered office is at Suite 1 & 2, Marshall Business Centre, Faraday Road, Hereford, HR4 9NS.

You can contact us:

- (a) by post, to the postal address given above;
- (c) by telephone, on 01432 266630; or
- (d) by email, using admin@rjfrancis.co.uk.