

TERMS OF USE

Who we are and how to contact us

This website (“**our site**”) is a site operated by Harty & Smith Limited (“**we**” or “**us**”). We are registered in Scotland under company number SC776111 and have our registered office at Caledonia House, 89 Seaward Street, Glasgow, G41 1HJ.

We are regulated by the Law Society of Scotland. Further details of the Law Society of Scotland can be found at <https://www.lawscot.org.uk/>.

To contact us, please email stephen.smith@hartyandsmith.com.

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use (“**these terms**”) and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

These terms were most recently updated on 1 September 2023.

There are other terms that may apply to you

These terms refer to our Privacy Policy and our Cookie Policy which also apply to your use of our site. Copies of these policies are available on our site.

Not legal advice

Our site and its contents are provided for general information purposes only. None of the contents of our site should be regarded as legal advice in respect of any matter. If you wish to receive legal advice in relation to any matter please contact us.

We may make changes to our site

We may update and change our site from time to time.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the

availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

Assignment or other dealings

We may at any time assign, transfer, mortgage, charge, subcontract, delegate or deal in any other manner with all or any of our rights or obligations under these terms.

You may not assign, transfer, mortgage, charge, subcontract, delegate or deal in any other manner with any or all of your rights or obligations under these terms.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print or download extracts of any page(s) from our site for your personal use.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without our prior written consent.

If you print off, copy, download, share or repost any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our 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 are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as endorsement or approval by us of those linked websites or information, products, goods or services which you may obtain from them.

We have no control over the contents of those sites or resources.

How to complain about content

If you wish to complain about any content on our site please contact us at stephen.smith@hartyandsmith.com or 07584 900523 / 0141 321 9537.

Our responsibility for loss or damage suffered by you

We exclude any and all liability for any and all losses or damages arising under or in connection with use of (or inability to use) our site and/or use of or reliance on any content displayed on our site to the fullest extent permitted by law.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our 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.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our 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 our site will cease immediately.

Rules about linking to our site

You must not establish a link to our site without our prior written consent. We reserve the right to withdraw any such consent at any time. If we withdraw such consent you will immediately remove the relevant link(s) to our site.

Failure or delay by us to exercise rights

Any failure or delay by us in enforcing any of our rights under these terms shall not constitute a waiver by us of any such rights nor shall it prevent or restrict the further exercise by us of that or any other right or remedy.

Severance

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms.

Which country's laws and courts apply to any disputes?

These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by and to be construed in accordance with Scots law notwithstanding the jurisdiction where you are based.

The Scottish courts shall have exclusive jurisdiction to settle any disputes which may arise out of, under or in connection with these terms notwithstanding the jurisdiction where you are based.

Harty & Smith Limited

1 September 2023