

# SOLA User Terms and Conditions

## 1 Definitions

In this agreement, unless inconsistent with the context or otherwise specified the following definitions will apply:

Platform	an online platform for the provision of a client communication system or residential conveyancing to be utilised in accordance with this agreement and accessed through the website and known as <b>Sola</b>
Commencement Date	the date of this agreement
Users	an individual member of your organisation or other person or organisation authorised by you in accordance with the terms of this agreement to access and use the Platform
Term	the period starting on the Commencement Date and ending on the date of termination of this agreement
We, us, or yourself	the User

## 2 Use of the Website

2.1 Users of the Websites may access information relating to the law and practice of conveyancing and may use the portal. Such information is only intended for general guidance and does not constitute advice. Detailed professional advice should be obtained before taking or refraining from taking action in relation to any such information

2.2 While TTF endeavours to ensure that the information on the Website is correct TTF does not warrant the accuracy and completeness of the material on the Website. TTF may make changes to the material on the Website at any time without notice. The material on the Website may be out of date and TTF makes no commitment to update such material

2.3 the material on the Website is provided, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law TTF provides you with the Website on the basis that TTF excludes all representations, warranties, conditions and other terms which, but for this clause, might have effect in relation to the Website

2.4 Save for death and personal injury caused by our negligence we shall have no liability of any kind to you in respect of or in relation to the Website or your use of the Website

2.5 You are responsible for not disclosing the passwords enabling access to the Website to anyone who has not accepted these Website conditions

2.6 You may only use the Platform to refer work to any other party that has accepted and agreed to the terms directly with TTF

### **3 Service Access**

3.1 We will try to ensure that the Website is available 24 hours a day but because this can never be totally guaranteed we do not accept liability if for any reason a Website is unavailable at any time or for any period.

3.2 We may need to temporarily suspend access to the Website for possible maintenance upgrades or repairs and if so, we will endeavour to notify all users of this wherever possible

### **4 Disclaimer**

4.1 Your use of the Website and the materials contained in it is done entirely at your own risk. TTF does not accept any liability for loss or damage, whether direct or indirect, that you may suffer as a result of your use of the Website or your reliance upon the contents of the Website

4.2 Any error or omission in any page posted on the Website shall be subject to correction or deletion, as appropriate, without any liability on our part

4.3 We reserve the right to update and make changes to the Website at any time without notice. Your continued use of the Website after the date of such changes constitutes your acceptance of and agreement to such changes

4.4 The content of the Website, any dispute arising out of the Website and this agreement are all governed by English law and subject to the exclusive jurisdiction of the English Courts

### **5 Copyright and Trade marks**

5.1 The copyright and other intellectual property rights in the contents of the Website are owned by TTF and protected by law

5.2 You may download, store and use information contained in pages from the Website for your own personal use and research or that of your business. You may not republish, retransmit, redistribute or otherwise make such information or pages available to any other party or available on any website, online service or bulletin board of your own or any other party or make the same available in hardcopy or on any of the media without our prior written consent

5.3 Subject to clause 5.2 no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission

5.4 Any rights not expressly granted in these terms are reserved

## **6 Linking Policy**

6.1 The Website may include links to other websites which may be of interest to you. We do not endorse or approve and have no responsibility for the content of any website to which the Website links

6.2 No authority is given, implied or express, by us to link to any of the content that appears on the Websites or to use a representation of any of the firms names or logos, trademarks or brand names contained on the Website

6.3 You acknowledge that we are not responsible for the availability or content of any third party website you may access through the Website

## **7 Privacy Policy**

7.1 We will not disclose any information posted by you on the Platform to any third party without your prior agreement

7.2 Each party agrees and undertakes that during the term of this agreement and thereafter it will keep confidential and not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature, including trade secrets and information of commercial value, which may become known to that party from the other party, unless the information is already public knowledge or already known to that third party at the time of disclosure or subsequently becomes public knowledge other than by breach of this agreement or subsequently comes lawfully into the possession of that party from the third party

7.3 To the extent necessary to implement the provisions of this agreement each party may disclose confidential information to those of its employees and officers as may be reasonably necessary or desirable to provided that before any such disclosure each party shall make those employees or officers aware of its obligations of confidentiality under this agreement and shall at all times procure compliance by those persons with those obligations

## **8 Operation of the Website**

8.1 TTF reserves the right to withdraw or modify any aspect of the Platform where we have legal or technical reasons to do so and on the termination of this agreement

8.2 For security or other reasons we may require you to change your login name, password or other information that facilitates access to the Website

8.3 TTF or its affiliates may offer new or additional services through the Website from time to time. Your use of those services may be subject to additional terms and conditions

## **9 Compliance with regulatory Rules**

9.1 We are aware that you may be obliged to comply with a Code of Conduct or of good practice such as the Solicitors Code of Conduct as amended from time to time. To that extent therefore if compliance by you with any provision in this agreement is or would be considered to breach any of your obligations under the Code then we acknowledge that your duty to comply with the Code shall take preference over the terms of this agreement and you shall not be regarded as in breach of the terms of this agreement in so complying

9.2 We undertake that insofar as matters are within our control to be able to do that we will assist you in complying with the Code and will not knowingly do anything that will compromise your independence, your client confidentiality or your ability to act in your clients best interests

**Agreed** by the parties through the online sign up process:

[Portal.solapowered.com/signup/agent.php](https://portal.solapowered.com/signup/agent.php)