

## ESTATE AGENTS' TERMS OF USE

### By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site, together with any other documents that may be referred to in the terms of use governing your use of this website, <<insert reference>>. It is recommended that you print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions have been updated on <<insert date>>. [The following changes were made: <<insert details>>.]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree with these Terms and Conditions, you must stop using Our Site immediately.

The following document[s] apply to Our Site:

- Our Privacy Policy, in Part 15.
- [Our Cookie Policy, in Part 15.]

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions have the following meanings:

“Content”

text, images, audio, video, property floorplans, graphics, documents, code, software, databases, and any other information capable of being stored or transmitted electronically that appears on, or forms part of, Our Site;

“We/Us/Our”

<<insert business name>>.

### 2. Information About Us

2.1 Our Site is operated by <<insert name>>, registered in England with company number <<insert company number>>. Our registered office and main trading address is <<insert registered address>> and Our main trading address is <<insert main trading address>>.

<<insert name>>. [We are a limited company with company number <<insert company number>> and Our registered address is <<insert registered address>> and Our main trading address is <<insert main trading address>>.] OR [Our address is <<insert address>>.]

2.2 [Our VAT number is <<insert VAT number>>.]

2.3 [We are regulated by <<insert regulator(s)>>.]

2.4 [We are a member of <<insert association(s) etc.>>.]

2.5 [<<insert further information>>.]

### 3. How to Contact Us

To contact Us, please email Us on <<insert email address>> or telephone Us on <<insert telephone number>>.

<<insert email address>> or telephone Us on <<insert telephone number>>.

### 4. Access to Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.

- access Our Site.
- 4.3 Access to Our Site  
We may suspend or restrict access to Our Site (or any part of it) at any time. We do not guarantee that Our Site (or any part of it) will be available or that access to it will be uninterrupted. [If We suspend or restrict access to Our Site (or any part of it), We will try to give you reasonable notice of such suspension or discontinuation.]
5. **Changes to Our Site**  
We may alter and update Our Site (or any part of it) at any time [without notice]. [If We make any [significant] alterations to Our Site (or any part of it), We will try to give you reasonable notice of such suspension or discontinuation.]
6. **Changes to these Terms and Conditions**  
6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be posted on this page. As explained above, your use of Our Site (or any part of it) constitutes your acceptance of these Terms and Conditions. Consequently, your use of Our Site (or any part of it) after the changes have been implemented constitutes your agreement to the changes. You are advised to check this page every time you use Our Site (or any part of it).
- 6.2 If any part of the current Terms and Conditions conflicts with any previous version, the current version shall prevail unless We explicitly state otherwise.
7. **International Users**  
Our Site is intended for use in the United Kingdom only. We do not warrant or represent that Our Site or any part of it is suitable for use in other locations.
8. **How You May Use Our Site (or any part of it)**  
8.1 All Content included on Our Site (or any part of it) is the copyright and other intellectual property rights in the United Kingdom and international jurisdictions has been licensed by Us, unless specifically labelled otherwise. It is protected by applicable United Kingdom and international copyright laws and treaties.
- 8.2 You may access, view, and use Our Site (or any part of it) using a web browser (including any web browser plug-in or extension) or a software or app and you may download Our Site (or any part of it) for caching (this usually occurs automatically).
- 8.3 You may print one or more copies of any page(s) from Our Site for personal reference.
- 8.4 You may not modify, copy, or otherwise use Our Site (or any part of it) in any way. Images, video, audio, and other content downloaded from Our Site must not be used separately.
- 8.5 Our status as the sole and exclusive licensor of the Content on Our Site (or that of any other licensors) must always be acknowledged.
- 8.6 You may not use Our Site (or any part of it) for commercial purposes without a licence from Us (or our licensors, as applicable). This includes the normal access, viewing, and use of Our Site (or any part of it) for commercial purposes by business users or consumers.

## 9. **Links to Our Site**

- 9.1 You may only link to Our Site, <<insert address>>. Linking to other pages on Our Site requires Our written permission.
- 9.2 Links to Our Site must not be used in a way that you must not take unfair advantage of Our reputation or the reputation of any person.
- 9.3 You must not link to Us (where there is no association) or suggest that suggests any association with Us (where there is none) or approval from Us (where there is none).
- 9.4 Your link should not contain any marks displayed on Our Site without Our express written permission.
- 9.5 You must not frame Our Site on another website without Our express written permission.
- 9.6 You may not link to any other website that We deem to be objectionable.]

## 10. **Links to Other Sites**

- 10.1 Links to other websites on Our Site. Unless expressly stated, we accept no responsibility or liability for the content of those websites.
- 10.2 The inclusion of a link on Our Site is for information purposes only and does not constitute endorsement of that website or of its owners, operators or content.

## 11. **Disclaimers**

- 11.1 Nothing on Our Site constitutes legal or financial or other advice on which you should rely for general interest and information purposes only. Professional advice should always be obtained before making any action relating to any property referred to on Our Site.
- 11.2 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate and up-to-date, but We make no warranties, expressed or implied, that this will always be the case.
- 11.3 The information and descriptions of all the Content are not intended to be complete or referred to or offered.
- 11.4 If you are a business, the Content, including any implied representations, warranties, conditions and other terms, are not intended to be complete or referred to or offered.

## 12. **Our Liability**

- 12.1 Nothing in these Terms excludes or restricts Our liability for death or personal injury resulting from negligence, or liability which cannot be lawfully excluded or restricted.
- 12.2 If you are a business using Our Site in the course of business or for commercial purposes, we accept no liability for damage, whether foreseeable or otherwise, in contract (including the use of (or inability to use) Our Site or the use of Content included on Our Site.

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- 12.3 If you are a business, you shall not be liable for loss of profit, sales, business, or revenue; opportunity, goodwill, or reputation; loss of anticipated consequential loss or interruption; or for any indirect or consequential loss or damage.
- 12.4 Our Site is intended for use only. If you are a consumer, you agree that you will not use Our Site for commercial or business purposes and that We shall not be liable for any business losses as set out above.
- 12.5 If you are a consumer, you shall not be liable for loss of profit, sales, business, or revenue; opportunity, goodwill, or reputation; loss of anticipated consequential loss or interruption; or for any indirect or consequential loss or damage.
13. **Viruses, Malware, and Security**
- 13.1 We exercise reasonable efforts to ensure that Our Site is secure and free from viruses and malware. We do not guarantee that this is the case.
- 13.2 You are responsible for the security of your hardware, software, data and other information. You must protect against internet security risks.
- 13.3 You must not deliberately introduce or distribute any virus or other malware, or any other harmful material which is malicious or harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorized access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer or database connected to Our Site.
- 13.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.
- 13.6 By breaching the provisions of Part 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with them. You will disclose your identity to them. Your right to use Our Site will be suspended immediately in the event of such a breach.
14. **Acceptable Usage of Our Site**
- 14.1 You may only use Our Site for the purposes set out below:
- a) You must not use Our Site in violation of any and all local, national or international laws, regulations, or other applicable laws that apply;
  - b) You must not use Our Site for any purpose, that is unlawful or for any purpose that is prohibited by law;
  - c) You must not use Our Site to send, upload or in any other way transmit any virus or other malware or any other harmful material which is malicious or harmful either to or via Our Site, or to otherwise adversely affect computer hardware, software or data.
- 14.2 If you fail to comply with the provisions of Part 14, you will be in breach of these Terms and We may take one or more of the following actions in response:
- a) Suspend or terminate your access to Our Site;
  - b) Issue you with a notice of breach;

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- c) Take legal proceedings for reimbursement of any and all relevant costs resulting from your breach;
- d) Take further action as appropriate;
- e) Disclose such information to enforcement authorities as required or as We deem appropriate and/or
- f) Any other action reasonably appropriate (and lawful).

14.3 We hereby exclude liability for any and all damages (including, but not limited to, consequential damages) resulting out of any actions that We may take (including, but not limited to, those set out above in Part 14.2) in response to your breach.

#### 15. **How We Use Your Personal Data**

We will only use your personal data in the ways set out in Our Privacy Policy, available at [\[insert link\]](#) and Our Terms and Conditions at [\[insert link\]](#).

#### 16. **Law and Jurisdiction**

16.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

16.2 If you are a consumer, these Terms and Conditions shall not override any mandatory provisions of the law in your country and shall not in any way reduce your legal rights.

16.3 If you are a consumer, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

16.4 If you are a business, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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