

LEGAL NOTICE

BUSINESS TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WHEN USING THIS SITE.

1. INTRODUCTION

- 1.1 These terms and conditions are of propertyquest.co.uk Limited (company number 05612581 and our address is 201 Bentley Lane, Walsall WS2 8SP (hereinafter referred to as “we”))
- 1.2 The terms and conditions constitute an agreement between you, the User and us, Propertyquest.co.uk Limited and sets out the conditions upon which you may access the information, products, materials and services available through the Site. By accessing, viewing or using any of the information, products, materials or services available on or through this Site you indicate that you understand and intend these terms and conditions to be the legal equivalent of a signed written document and equally binding and that you accept such terms and conditions and agree to be legally bound by them.
- 1.3 These terms and conditions are deemed to include our privacy policy and are collectively known as “these Terms”.
- 1.4 When you use this Site you agree to be bound by these terms and conditions. If you do not agree to be bound by them you may not use this Site.
- 1.5 You may print and keep a copy of these Terms. They are a legal agreement between us and can only be modified with our consent. We may change these Terms at our discretion by changing them on the Site. The then current version of these Terms will apply whenever you use this Site.

2. PRIVACY POLICY

- 2.1 The Privacy Policy set out on this Site forms part of these terms and conditions. We are committed to protecting your privacy and the Privacy Policy summarises what personal details we may collect from you during your use of this Site and what we will do with them. Any changes to the Privacy Policy will be posted on the Privacy Policy page.
- 2.2 The Site is hosted and managed for us by "1and1"

3. SUBSCRIPTION OR CHARGE BASED CONTENT AND/OR SERVICES

- 3.1 Some or all Site content and/or Services available on or via this Site may be available conditional on your purchase of a subscription or payment of a one-off charge.
- 3.2 If you elect for subscription based content/Services and send us a subscription application you represent and warrant that you are at least 18 years old, that all information that you submit is true and accurate (including without limitation your credit card number and expiration date) and you agree to pay all applicable subscription fees you incur plus all applicable taxes.
- 3.3 You may cancel your subscription to any fee based content and/or Services by contacting us.
- 3.4 Except where expressly provided in other applicable terms, where subscription fees, access charges or other fees including one-off charges are charged in respect of Services or access to, or download of content from this Site fees shall be payable by users in advance at the time by the means of credit card payment and at the rates stipulated by us.
- 3.5 Where charged, fees are subject to change at any time. We will make commercially reasonable efforts to inform users who subscribe for fee based content and/or Services of any changes in advance.
- 3.6 When you elect via or in connection with this Site to download or receive content for which fees are payable you represent and warrant that your access/receiving device supports such download/receipt and that it is compatible with the format of the requested content. After download/sending of such content (1) fees paid in advance shall not be refunded and (2) subject to any express limitations you may save the content on the destination device for which it was intended but you are strictly prohibited from saving it elsewhere, editing or modifying it, copying, distributing or forwarding it to third parties or allowing third parties to access it. The provisions of these Terms relating to Site content shall also apply to any such sent/downloaded content.

4. INTELLECTUAL PROPERTY

- 4.1 The copyright and all other intellectual property rights in this Site (including all trade marks, service marks, trading names, text, graphics, code, files and links) belong to us or our licensor(s). You may download material from this Site for the sole purpose of using this Site. However, you must not copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Site without our prior written consent.
- 4.2 You may not use our trading name or copy it without our prior written consent.
- 4.3 This Site contains links to websites operated by third parties. We have no control over their individual content. We therefore make no warranties or representations

as to the accuracy or completeness of any of the information appearing in relation to any linked websites. The links are for your convenience only. We do not recommend any products or services advertised on those websites. If you decide to access any third party website linked from this Site you do so at your own risk.

- 4.4 The details of the properties available on this Site are provided to us by individuals and estate agents for your information only. We cannot verify these details and therefore make no warranties or representations as to their accuracy or completeness. If you rely on these details you do so at your own risk.
- 4.5 You must not include links to this Site in any other website without our written consent.

5. YOUR OBLIGATIONS AND CONDUCT

- 5.1 You accept that you are solely responsible for ensuring that your computer system meets all relevant technical specification necessary to use this Site and that your computer system is compatible with this Site.
- 5.2 You must not misuse our system or this Site. In particular, you must not hack into, circumvent security or otherwise disrupt the operation of our system and this Site or attempt to carry out any of the foregoing.
- 5.3 It is your responsibility to verify any information that you may obtain on this Site with independent authorities before acting on it. It is also your responsibility to use suitable anti-virus software on any material that you may download from this Site and to ensure the compatibility of such software with your equipment.

6. REGISTRATION

- 6.1 To receive details of properties on this Site you must submit a completed registration form to us. At our discretion we may refuse your application for registration. If we accept your application for registration we will confirm this by sending you an email containing your account ID.
- 6.2 Each registration is for a single user only. You may not share your user name and password with any other person nor with multiple users on a network.
- 6.3 You undertake that all information provided by you for the purposes of registering with us is accurate and complete.
- 6.4 You accept sole responsibility for all use of and for keeping secret any account ID and password that may have been given to you or chosen by you for use on this Site. You will notify us immediately of any unauthorised use of them or any other breach of security of this Site of which you become aware.

7. BARRING FROM THE SITE

- 7.1 We reserve the right to bar users from this Site on a permanent or temporary basis at our sole discretion. Any such user shall be notified and must not then attempt to use this Site under any other name or through any other user.

8. WARRANTY

- 8.1 Whilst we endeavour to ensure that any material available for downloading from this Site is not contaminated in any way we do not warrant that such material will be free from infection, viruses and/or similar code.
- 8.2 Due to the nature of software and the internet we do not warrant that your access to or the running of this Site will be uninterrupted or error free. We shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.
- 8.3 The information provided on this Site is for general interest only and does not constitute specific advice. Whilst we endeavour to ensure that the information on the Site is accurate, complete and up to date we make no warranties or representations that this is the case.
- 8.4 We make no warranty or guarantee that the Site or information available over it complies with laws other than those of England.

9. LIMITATION OF LIABILITY

- 9.1 We will not be liable to you whether for negligence, breach of contract, misrepresentation or otherwise for any direct, indirect or consequential damage (including without limitation loss of profit, goodwill, business opportunity or anticipated savings) suffered by you as a result of your use of this Site or of any information, material, software or services provided on or through it or downloaded from it, or your inability to use this Site, any error in the provision of this Site or any computer virus transmitted through this Site.
- 9.2 Nothing in these terms and conditions or in any other terms and conditions governing your use of this Site shall operate to exclude or restrict our liability for:
- death or personal injury resulting from our or our employees' negligence; or
 - breach of our obligations arising from Section 12 of The Sale of Goods Act 1979 or
 - Fraud
- 9.3 When you use this Site to enquire about property your details (including your email address) may be sent directly to the individual or estate agent marketing the property or properties that you are enquiring about. We do not accept any liability

for any subsequent communications that you receive directly from that individual or estate agent.

10. LEGAL JURISDICTION

10.1 English law shall apply to these Terms. You irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the exclusive jurisdiction of the English courts.

11. NOTICES

11.1 All notices shall be given:

11.1.1 to us by email to john@propertyquest.co.uk or by post to Propertyquest.co.uk Limited Our address is 201 Bentley Lane, Walsall WS2 8SP

11.1.2 to you by email to the email address that you provide to us at the point of your registration as may be amended by you from time to time.

11.2 All notices sent by email will be deemed to have been received on receipt (or when received on a UK national holiday or on a Saturday or Sunday the next working day following the day of receipt). All notices sent by post will be deemed to have been received 3 working days after the date of posting.

12. COMPLAINTS

12.1 We have a complaints procedure and will consider any complaint as to our service and do our best to resolve it. Complaints should be addressed to John Yates and mailed to 201 Bentley Lane, Walsall WS2 8SP

13. GENERAL

13.1 We may from time to time change the content of this Site or suspend or discontinue any aspect of this Site which may include your access to it. Subject to our notifying you to the contrary, any amendments or new content to this Site will be subject to these Terms.

13.2 These Terms are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance on any warranty or representation made by us (unless made fraudulently). If a court decides that any part of these Terms cannot be enforced, that particular part of these Terms will not apply but the rest of these Terms will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in

exercising any right under these Terms shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under these Terms. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

- 13.3 No appliances in the property on this website have been tested. These details have been produced in good faith and are believed to be accurate but they are not intended to form part of a contract. You are strongly advised to check the availability of the property before travelling any distance to view. All statements made on this website as to the properties advertised are made without responsibility on the part of the company. None of the statements contained in the particulars contained on this website as to individual properties are to be relied upon as statements or representations of fact. Any intending purchasers must satisfy themselves by inspection or otherwise as to the correctness of each of the statements contained in particulars of properties. The vendors do not make or give and neither the company nor any person in its employment has any authority to make or give any representation or warranty whatsoever in relation to a particular property.

PRIVACY POLICY

This Privacy Policy forms part of the Terms and Conditions of use provided in our Legal Notice.

We are committed to protecting the privacy of our Users.

The information we collect from you is only that required by us and/or our Partners in order to provide you with the information you have requested Except as provided in this Privacy Policy we do not supply your personal information to any other person unless you have expressly authorised us to do so.

By registering to use the Services and by using this Site generally you will be deemed to consent to our use of your personal information in the ways indicated.

Personal Information

Propertyquest.co.uk Limited is a limited company incorporated in England and is registered under The Data Protection Act 1998. All personal information you supply will be treated in accordance with that Act.

We will not pass on your personal information to any other person except when we believe the law requires or as set out in this Privacy Policy. To this end we may pass your information to our Partners and agents authorised to act for and on our behalf. To sign up with us you must provide your e-mail address, name and create a password. You may also choose to provide your postcode and date of birth. The information collected on signing up may be used to send messages(including via email and sms messaging) for the following purposes:

1. to allow us to send messages to you when managing enquiries online
2. to allow us to contact you for user service, if necessary
3. to customise the content of our site to meet your specific needs

4. to make product improvements
5. to keep you informed of new features and products

General Information

In general we gather data about all of our Users collectively such as what areas and services Users visit most frequently, We only use such data in the aggregate. We may record and share non-personal aggregated data with our Partners in order to determine what is most beneficial for our Users and how we can continually improve the Site.

Co-branded Pages

Any information that you enter may become the property of both us and our Partners in the use of the Site. In that instance, we are not responsible for any of the information received by our Partners. In some instances personal information may be passed from us to our Partners in order to automatically pre-fill fields on their websites. While we make all effort to protect your privacy when negotiating our Partnerships we are not responsible for their use of your personal information. To that end we encourage you to read our Partners' privacy statements or request them directly from our Partners in the event they are not readily available.

User Responses

Online Surveys

We value opinions and comments from Users so we may from time to time conduct online surveys. Participation in these surveys is entirely optional for all Users. Typically, the information is aggregated and used to make improvements to the Site and to develop appealing content, features and promotions for Users. Survey participants are anonymous unless otherwise stated in the survey.

Feedback

Please submit any feedback to us. Feedback is used primarily for internal purposes to aid us in improving the Site. Any feedback submitted becomes our property. We may use this feedback such as success stories for marketing purposes or to contact you for further feedback on the Site. We will seek your written or email approval should we want to use your personal success story for marketing purposes.

Information Collection

Cookies

“Cookies” are small pieces of information that are stored by your browser on your computer’s hard drive. We use cookies in several ways. We use cookies to allow you to log in, to keep track of your preferences and for us to track usage of the Site. Most web browsers automatically accept cookies but, if you prefer, you can edit your browser options to block them in the future.

IP Addresses

We may collect IP addresses to help diagnose problems with our servers and for system administration. We shall only use these addresses for technical and tracking purposes unless otherwise required by the law.

Log Files

We capture industry standard information solely for the purposes of analysis. Information contained in log files is intended for internal use only and will not be disclosed to our Partners. The aggregate logged information is not linked to any personally identifiable information.

Hosting

This Site is hosted for us by "1and1"

Enquiries

If you have any enquiries about this Privacy Policy please email us on john@propertyquest.co.uk
or in writing to: Propertyquest.co.uk Limited 201 Bentley Lane, Walsall WS2 8SP