

ASTONCHASE

WEBSITE TERMS OF USE

This page (together with the documents referred to on it) tells you the terms of use on which you may use our website www.astonchase.com and www.astonchase.co.uk (our "Site"). Please read these Terms of Use carefully before you start to use the Site. By using our Site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our Site.

1.0 ACCESSING OUR SITE

1.1 Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.

2.0 ACCEPTABLE USE

2.1 You may use our Site only for lawful purposes. You may not use our Site in any way that breaches any applicable local, national or international law or regulation or that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

2.2 You also agree not to access without authority, interfere with, damage or disrupt any part of our Site or any equipment or network on which our Site is stored.

3.0 INTELLECTUAL PROPERTY RIGHTS

3.1 We are the owner or the licensee of all intellectual property rights (including any trademarks) on our Site and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

3.2 You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and you may draw the attention of others within your organisation to material posted on our Site. This licence does not permit incorporation of the material or any part of it in any other work, publication, or website whether in hard copy or electronic or any other form.

3.3 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.

3.4 Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.

3.5 You must not use any part of the materials on our Site (including, but not limited to, photographs, property details and/or floor plans) for any commercial purpose without obtaining a licence to do so from us.

3.6 If you print off, copy or download any part of our Site in breach of these terms of use, 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.

4.0 RELIANCE ON INFORMATION POSTED

4.1 Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. Users of the Site should not take or

omit to take any action that relies on information on our Site.

4.2 While we make every effort to ensure that the materials on our Site are accurate and complete, we provide them for information only, so they are indicative rather than definitive. We therefore make no explicit or implicit guarantee of their accuracy, and, as far as applicable laws allow, we neither accept responsibility for errors, inaccuracies or omissions, nor for loss that may result directly or indirectly from reliance placed on such materials by any visitor to our Site.

4.3 In making our Site available, we do not imply or establish any client, advisory, financial or professional relationship. Through our Site, neither we nor any other person is providing advisory, consulting or other professional services.

5.0 INFORMATION RELATING TO PROPERTIES DISPLAYED ON THE SITE

5.1 Particulars: Any property particulars are not an offer or contract, nor part of one. You should not rely on statements by us in the particulars or by word of mouth or in writing ("information") as being factually accurate about the property, its condition or its value. Neither we nor any joint agent has any authority to make any representations about the property, and accordingly any information given is entirely without responsibility on the part of the agent(s), seller(s) or lessor(s).

5.2 Photos: The photographs show only certain parts of the property as they appeared at the time they were taken. Areas, measurements and distances given are approximate only.

ASTONCHASE

5.3 Regulations: Any reference to alterations to, or use of, any part of the property does not mean that any necessary planning, building regulations or other consent has been obtained. A buyer or lessee must find out by inspection or in other ways that these matters have been properly dealt with and that all information is correct.

5.4 VAT: The VAT position relating to the property may change without notice.

6.0 OUR SITE CHANGES REGULARLY

6.1 We aim to update our Site regularly and may change the content (including any information relating to properties) at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

7.0 OUR LIABILITY

7.1 As our Site is provided free of charge, the material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- a. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- b. Any and all liability (whether arising in contract, tort or otherwise) for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability

to use, or results of the use of our Site, any websites linked to it and any materials posted on it.

7.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

8.0 INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

8.1 We process information about you in accordance with our privacy policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

9.0 LINKING TO OUR SITE

9.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

9.2 You must not establish a link from any website that is not operated by you.

9.3 Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with applicable local, national or international law, regulation and good industry practice.

9.4 If you wish to make any use of material on our Site other than that

set out above, please address your request to enquiries@astonchase.co.uk.

10.0 LINKS FROM OUR SITE

10.1 Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11.0 JURISDICTION AND APPLICABLE LAW

11.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

12.0 VARIATIONS

12.1 We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our Site.

13.0 YOUR CONCERNS

13.1 If you have any concerns about material which appears on our Site, you may contact us using the email below:

enquiries@astonchase.co.uk

Thank you for visiting our Site.