

Lawton & Dawe Properties

WEBSITE TERMS AND CONDITIONS OF USE

1 About our Terms

- 1.1 These Terms explain how you may use this website www.ldpl.co.uk (the **Site**) which is provided by us free of charge.
- 1.2 References in these Terms to the Site includes the following websites: www.ldpl.co.uk and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
- 1.6.1 e-mail: info@ldpl.co.uk (*e-mails will be responded to Monday to Friday: 9am to 5pm*)

1.7 Definitions

Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
Terms	means these terms and conditions of use as updated from time to time under clause 11;
Unwanted Submission	has the meaning given to it in clause 5.1;
Cookie policy	means the policy located here , which governs how we use cookies in the Site;
Privacy policy	means the policy located here , which governs how we process any personal data collected from you;
Site	has the meaning given to it in clause 1.1;
We, us or our	means Lawton and Dawe Limited, company registration number 07393772 and the registered office of which is at 2-6 Sedlescombe Road North, St Leonards On Sea, TN37 7DG and
You or your	means the person accessing or using the Site or its Content.

- 1.8 We are a member of the following associations: ARLA and the Property Ombudsman.
- 1.9 Your use of the Site means that you must also comply with our Privacy policy and our Cookie policy.

2 Using the Site

- 2.1 The Site is for your personal use only.
- 2.2 You agree that you are solely responsible for:
- 2.2.1 all costs and expenses you may incur in relation to your use of the Site; and
- 2.2.2 keeping your password and other account details confidential.

- 2.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at info@ldpl.co.uk
- 2.5 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 Ownership, use and intellectual property rights

- 3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 3.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 3.3 Trade marks: Other trade marks and trade names may also be used on this Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

4 Software

- 4.1 Software may be made available for you to download in order to help the Site work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an 'end user licence agreement' or 'EULA'). You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests (they may contain provisions that set out what your legal rights are under, eg, the Consumer Rights Act 2015, what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal responsibilities to you).
- 4.2 All such software is solely for your personal use in a non-commercial manner.
- 4.3 Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

5 Submitting information to the Site

- 5.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable (**Unwanted Submissions**). While we value your feedback, you agree not to submit any Unwanted Submissions.
- 5.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

6 Accuracy of information and availability of the Site

- 6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 6.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 6.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 6.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

7 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

8 Limitation on our liability

- 8.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
- 8.1.1 losses that:
- (a) were not foreseeable to you and us when these Terms were formed; or
 - (b) that were not caused by any breach on our part
- 8.1.2 business losses; and
- 8.1.3 losses to non-consumers.

9 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

10 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

11 Variation

These Terms are dated 20 December 2016. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

12 Disputes

- 12.1 We will try to resolve any disputes with you quickly and efficiently.
- 12.2 If you are unhappy with us please contact us as soon as possible.
- 12.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:
- 12.3.1 let you know that we cannot settle the dispute with you; and
 - 12.3.2 give you certain information about our alternative dispute resolution provider

- 12.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.
- 12.5 Relevant United Kingdom law will apply to these Terms.