

### Terms and conditions

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#### Information about us

www.ashtonrose.com is a site operated by Ashton Rose Limited ("we", "us" or "our"). We are a limited liability company registered in England and Wales under number 04050005 and have our registered office at 8-12 Welbeck Way, London W1G 9YL.

# Accessing our site

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.

# Acceptable use

- 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. 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.

# **Intellectual Property Rights**

- 1. We are the owner or the licensee of all intellectual property rights (including any trade marks such as "Ashton Rose") in 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.
- 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





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# Reliance on information posted

- 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.
- 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.
- 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.

# Information relating to properties displayed on the site

1. Particulars: Any property particulars are only a general outline for the guidance of intending purchasers or lessees and 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. Any information given is entirely without responsibility on the part of





the agents, seller(s) or lessor(s). Nothing in these particulars shall be deemed to be a statement that the property is in good repair or condition or otherwise nor that any services or facilities are in good working order.

- 2. Photos: The photographs show only certain parts of the property as they appeared at the time they were taken. No assumption should be made in respect of parts of the property not shown in photographs. Areas, measurements and distances given are approximate only.
- 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.
- 4. VAT: The VAT position relating to the property may change without notice.
- 5. Currency Disclaimer: The currency conversion is for guidance only as the rate of exchange may not be "up to date".
- 6. Map Disclaimer: For properties situated outside the UK any indication on a map does not necessarily show the location of a property, but only the general vicinity. Please refer to the local agent for confirmation of the location.

### Our site changes regularly

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.

# **Our Liability**

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

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.

# Information about you and your visits to our site

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.

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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.

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Ashton Rose neither guarantees that the website will be uninterrupted or without delay nor that it will be error-free or virus-free. The website is provided "as is" without warranties of any kind. Ashton Rose will not be responsible and will not accept any liability whatsoever for any viruses which may infect your computer by reason of your use of or downloading of applications (including .exe applications) from this website.

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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.

### **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from 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.

