

Terms and Conditions for Use of the Website

1. Use of the Website

You means a user of this Website, a Vendor or a Potential Purchaser or any person accessing the Website by any means and “Your”, “Yours” cognate terms shall be interpreted accordingly. These Terms and Conditions and our Privacy Policy govern Your use of the Website (the “Website”) and Your relationship with sellapropertyabroad.com (“Us”, “Our”). Please read these terms carefully as they affect Your rights and liabilities under the law. If You do not agree to these Terms and Conditions, please do not register for or use the Website. If You have any questions on the Terms and Conditions, please contact customerservice@sellapropertyabroad.com.

The Website includes a facility for registered users of the Website to display residential properties in certain geographical locations as ‘for sale’ (“Vendors”) and for potential purchasers of those properties to contact Vendors. All requests to display properties on the Website or to contact Vendors are governed by the additional terms and conditions relevant to the particular request; please click here to view.

These terms and conditions do not affect Your statutory rights.

2. Amendments

We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Website. Any changes will be notified to You via the e-mail address provided by You on registration or via a suitable announcement on the Website. The changes will apply to the use of the Website after We have given notice. If You do not wish to accept the new Terms and Conditions You should not continue to use the Website. If You continue to use the Website after the date on which the change comes into effect, Your use of the Website indicates Your agreement to be bound by the new Terms and Conditions.

3. Registration with the Website

- 3.1. To display a property You must be a registered user of the Website.
- 3.2. Potential Purchasers of properties may register their details with Us in order to receive information from Us on available properties suitable to their requirements.
- 3.3. Registered users must be over eighteen years of age.
- 3.4. Registered Users must register by providing Your real name, address and email address and any other requested information.
- 3.5. You must ensure that the details provided by You on registration or at any time are correct and complete.
- 3.6. You must inform us immediately of any changes to the information that You provided when registering by updating Your personal details in order that We can communicate with You effectively.
- 3.7. You warrant that You will not in using the Website impersonate any other person or entity or use a false name or name that You are not authorised to use.

4. Password and security

- 4.1. When You register to use the Website You will be asked to create a password in order to prevent fraud. You must keep this password confidential and must not disclose it or share it with anyone. If You know or suspect that someone else

knows Your password You should notify us by contacting customerservice@sellapropertyabroad.com immediately.

- 4.2. If We have reason to believe that there is likely to be a breach of security or misuse of the Website, We may require You to change Your password or We may suspend Your account.

5. Intellectual property

- 5.1. The content of the Website is protected by copyright, trade marks, database right and other intellectual property rights. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for Your own personal, non-commercial use, provided You keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without Our written permission.

6. Limitations on the use of the Website

- 6.1. You may not use the Website for any of the following purposes:
 - 6.1.1. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - 6.1.2. transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
 - 6.1.3. interfering with any other person's use or enjoyment of the Website; or
 - 6.1.4. making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

You will be responsible for our losses and costs resulting from Your breach of this clause 6.1

- 6.2. If you witness any breaches of clause 6.1 anywhere on the Website, please notify Us immediately.
- 6.3. Any breaches of clause 6.1 may lead to us reporting Your activities to Your internet service provider, your employer, relevant authorities, or to legal action being taken against You, or both.

7. Our right to suspend or cancel Your registration

- 7.1. We may suspend or cancel Your registration immediately at our reasonable discretion or if You breach any of Your obligations under these Terms and Conditions.
- 7.2. You can cancel Your registration at any time by informing us in writing at customerservice@sellapropertyabroad.com or Lesley Swinn SellAPropertyAbroad, 21-25 Blackburn Road, Accrington, Lancs BB5 1HF. If You do so, You must stop using the Website.
- 7.3. The suspension or cancellation of Your registration and Your right to use the Website shall not affect either party's statutory rights or liabilities.

8. Our liability

- 8.1. We do not make any promises, warranties and/or representations either expressly or impliedly as to the accuracy of any of the information about the properties displayed on this Website or as to the nature, standard, suitability or otherwise of the services offered by Us or on our behalf.
- 8.2. We do not provide any form of guarantee that the appearance/and or colours of the properties shown on the Website exactly reproduce the appearance and/or colour of the property.
- 8.3. If we are in breach of these Terms & Conditions, we will only be responsible for any losses that You suffer as a result to the extent that they are a foreseeable consequence to both of us at the time You use the Website. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.
- 8.4. Our entire liability under or in connection with any claim under these Terms and Conditions shall not exceed any Fee paid by You to display Your property on the Website during the preceding twelve months, except as expressly provided in these Terms and Conditions.
- 8.5. This clause 8 shall not limit or affect our liability if something we do negligently causes death or personal injury.

9. Availability of the Website

- 9.1. Although we aim to offer You the best service possible, we make no promise that the services provided through the Website will meet Your requirements. The Website is provided on an “as is” and “as available” basis without any representation or endorsement made. We provide no warranty that the website will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents functionality, accuracy and reliability of the Website will be available to You at any time. We will not be responsible or liable to You for any loss of content or material uploaded or transmitted through the Website. You are responsible for maintaining suitable virus protection software on Your computer. If a fault occurs with the Website You should report it to customerservice@sellapropertyabroad.com and we will attempt to correct the fault as soon as we reasonably can.
- 9.2. Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

10. Third Party Websites

- 10.1. As a convenience to customers, the Website includes links to other web sites or material which are beyond its control. We are not responsible for (i) the privacy practices of such websites, (ii) the content of such websites or (iii) the use to which others make of those websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content products, goods or other materials or services available on such external websites or resources.

11. Advertising and Sponsorship

- 11.1. Part of the Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the

Website complies with relevant laws and codes. We will not be responsible to You for any error or inaccuracy in advertising and sponsorship material.

12. Applicable Law

- 12.1. These Terms and Conditions will be subject to the laws of England. We will try to solve any disagreements quickly and efficiently. If You are not happy with the way we deal with any disagreement and You want to take court proceedings, You must do so within the United Kingdom.
- 12.2. The submission by the parties to such jurisdiction shall not limit Our right to commence any proceedings arising from any breach of these Conditions in any other jurisdiction We may consider appropriate.
- 12.3. In the even that You are resident outside England You shall not object to any application by us for an alternative means or place of service or dispensing with service of any court proceedings.

13. International Use

- 13.1. We make no promise that materials on the Website are appropriate or available for use in locations outside the United Kingdom, and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If You choose to access the Website from locations outside the United Kingdom, You do so on Your own initiative and are responsible for compliance with local laws.

14. Miscellaneous

- 14.1. You may not transfer any of Your rights under these Terms and Conditions to any other person. We may transfer Our rights under these Terms and Conditions to another business where we reasonably believe Your rights will not be affected.
- 14.2. if any part of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of these Conditions.
- 14.3. Any notices to be served under these Terms and Conditions must be sent by e-mail, pre-paid post or fax to the other party's last known address.
- 14.4. If You breach these Terms and Conditions and We choose to ignore this, We will still be entitled to use its rights and remedies at a later date or in any other situation where You breach the Terms and Conditions.
- 14.5. Nothing in these Terms and Conditions gives any right to any third party to enforce any provision under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 14.6. We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond Our reasonable control.
- 14.7. The Website is owned and operated by Lesley Swinn, SellAPropertyAbroad, 21-25 Blackburn Road, Accrington, Lancs BB5 1HF.
- 14.8. If You have any queries please contact customerservice@sellapropertyabroad.com.