

Kingsmarq Website - Terms of Use

This document states the terms and conditions that apply to individuals accessing the site for information on buying or selling a property, or to find a rental property (Customers). It also applies to third party providers who facilitate the provision of services to Customers, particularly in the provision of rented property management. Kingsmarq may also include on this website (the Website) information relating to services or products provided by third parties who have their own websites or portals, including social media sites. Kingsmarq may also use the Website to provide Customers with the opportunity to access and view other services provided or offered by companies known to Kingsmarq that are complementary to the services provided by Kingsmarq. Other parties accessing the Website for viewing purposes only shall be subject to the terms and conditions of use as they apply to general accessing of the Website.

General Conditions of Use

The Website is owned by Kingsmarq Real Estate Limited (Kingsmarq), a company registered in England and Wales No. 12871306. The Website is operated by a third party on behalf of Kingsmarq. The Website consists of multiple website pages and interactive components that enable Customers to access Kingsmarq information or services.

These terms and conditions should be read before commencing use of the Website. By accessing the Website, either as a Customer or a general user, an individual or company accepts these terms and conditions in full. Interaction with the Website also means that the individual is accepting these terms and conditions. Where a conflict arises between these terms and conditions and specific content on the Website uploaded by Kingsmarq the latter shall take precedence.

No joint venture, partnership or agency relationship exists between individuals and Kingsmarq, unless the individual has entered into a separate specific agreement with Kingsmarq. The Website complies with current legislation concerning information use and management. Nothing in these terms and conditions shall exclude or limit the responsibility of Kingsmarq to comply with government, court, legal or law enforcement requests or requirements for information or data on any Customer.

If any part of these terms and conditions is deemed invalid or unenforceable under applicable law, including but not limited to any warranty, disclaimer or limitations of liability stated herein the term so affected shall not affect or limit the remainder of these terms and conditions which shall continue in full force and effect.

These terms and conditions form the entire agreement between Kingsmarq and the individual in respect of the Website.

Individuals cannot assign or otherwise transfer the obligations set out in these terms and conditions. Kingsmarq may assign its rights under these terms and conditions at will. Notices to individuals, including changes to the terms and conditions, shall be deemed served on an individual by placement on the website. Printed copies of these terms and conditions shall be admissible in any proceeding, whether judicial or administrative, in respect of the Website. The jurisdiction of the English Courts and the Law of England and Wales shall apply to these terms and conditions and to the use or accessing of the Website.

Intellectual Property

Copyright, database rights, content and other intellectual property rights associated with the Website belong to Kingsmarq or its licensors. Access and/or use of the Website does not grant or transfer any rights to Customers or third parties, except where such rights are pre-existing.

A single print or download to a local hard disk or other electronic storage medium of content is permitted, no other copying, distributing, selling, or publication of any content or of any third party products or services considered by Customers as a result of an introduction from Kingsmarq is permitted.

Liability

Except for death or personal injury resulting from the negligent acts or omissions of Kingsmarq, Kingsmarq will not be liable in any manner or form for any damages arising in contract, tort including negligence, or otherwise in respect of loss or damage arising from the use of the Website. No liability for any direct, indirect or consequential loss or damage in contract, or tort including negligence, loss of profit, loss or damage to property or relating to third party claims.

Where the Website or any content contains or provides links to third party providers of goods and/or services, the links are only provided to facilitate Customers informing themselves further about the third party. In the case of Customers accessing tenants' services, those services are provided by a third party partner of Kingsmarq. The Customer using those services should familiarise themselves with the conditions of use and any provisions set down by that third party in respect of the services the Customer accesses, Kingsmarq shall not be liable for any loss incurred or performance failure of that third party service. Kingsmarq does not sponsor, affiliate itself or is associated with, except where explicitly stated or where legally authorised, to use, any trade mark, registered trademark, logo, legal seal or copyrighted symbol, in any link. Kingsmarq does not have any responsibility or control over the material third party providers use or present on their websites or information portals. No loss, injury, claim, liability or damage related to use of any website accessed via a link, including errors or omissions in content, availability of that website or arising from any other use of the website shall apply to Kingsmarq as a result of using the websites accessed via links on the Website.

Kingsmarq uses reasonable endeavours to ensure information on the Website is correct and complete. However, Kingsmarq does not guarantee the accuracy or authenticity of information, therefore individuals accessing the Website should check any information accessed before making a decision that results in a contractual obligation. Links to third party websites are correct at the date they are added to the Website, but Kingsmarq does not guarantee that the links remain active or provide access to third party websites or information portals. No guarantee is provided by Kingsmarq that any service is, or continues to be, available when a Customer seeks further information or attempts to access services.

Kingsmarq provides market intelligence information and access to tenancy services only. It has no control over the status of information relating to a property or the proper and efficient working of tenants' services accessed via the Website. Customers may be required to register with third parties and to provide additional personal information in order to progress a property search or to access tenants' services.

Kingsmarq will use reasonable endeavours to ensure the Website is available 24 hours per day. Kingsmarq accepts no liability for costs, expenses, losses or liabilities that any individual or Customer using the Website may incur as a result of the Website being unavailable for whatever reason.

Service Delivery

Kingsmarq is a single user digital service for business to business purposes. Use of Kingsmarq services is for registered Customers only, at the registered email address, with each registered Customer allowed only one registration. Shared use of registered email address, or use of the Website by an unregistered individual using a registered email will be deemed a breach of this agreement. Any registered Customer wanting to change or amend the email address used to access the service must notify Kingsmarq in writing of the change. Kingsmarq will not be liable in any way for any non-delivery of Kingsmarq services.

Tenants Services

Customers using tenants' services are required to accept the terms and conditions stated by the third party provider of those services. Where any monetary transaction takes place, any loss or incorrect transfer of funds is the sole responsibility of the third party provider of the tenants' services and the Customer accessing those services. Fees applied by the third party provider of tenants' services are specific to that provider. Kingsmarq has no control over the fees set by the third party provider and

Customers of tenants' services should ensure they are aware of the full set of fees to apply to the services they are accessing.

Unlawful or Prohibited Use

Individuals and Customers warrant that they will not use the Website for any purpose that is unlawful or prohibited by these terms and conditions and any notices on the Website. No use of the Website may be made which may damage, disable, overburden or impair the Website, or interfere with the use and enjoyment of the Website by any third party. Individuals and Customers must not use the Website for any purpose that may be deemed immoral, discriminatory or constitute an unlawful or criminal act. Individuals and Customers must not obtain or attempt to disseminate copyright or trademarked materials or information not intentionally provided as information for general consumption supplied on the Website.

Variations

Kingsmarq may alter, amend or otherwise change the Website and the terms of use of the Website at any time. Individuals and Customers of the Website continuing to use the Website after any change has been made will be bound by the revised terms and conditions of use.

Law and Jurisdiction

These terms and conditions are governed and construed in accordance with laws of England and Wales, disputes arising in connection with these terms and conditions shall be exclusively subject to the jurisdiction of the courts of England and Wales. The laws of England and Wales shall govern and interpret these terms and conditions in the matter of any dispute or claim arising out of or in connection with these terms and conditions, their subject matter or formation, including non-contractual disputes or claims.