

Websites terms of use (“Terms”)

Conveyancing Alliance, Broker Conveyancing, Agency Convey

Last updated 01 05 18

1 These Terms

1.1 This website is operated by Conveyancing Alliance Limited (registered in England with company number 04511838 and registered office at The Old Grammar School, Church Road, Thame, Oxfordshire OX9 3AJ) (**we, us, our**).

1.2 These Terms apply to everyone who visits this website, whether or not a registered user (**you, your**). These Terms relate only to use of this website and not to the purchase of any products and/or services available through it. Separate terms and conditions apply in respect of purchases of services and/or products through this website, and we make these available and require you to accept them before you can complete a purchase. Purchase of some of the services and products referred to on this website requires you to enter into a contractual relationship with a third party company with which we have a relationship (**Partners**). In those cases you will need to agree separate terms and conditions in respect of your purchase of such services and/or products with those Partners.

1.3 Please read these Terms carefully before you use this website. They are a legally binding agreement and contain important information on your legal rights and obligations. In particular, please note the clauses below relating to: termination of registration (clause 6), your liability to us (clause 8), and our liability (clause 9).

1.4 By using this website you accept these Terms and agree to comply with them. If you do not agree to these Terms, please do not use this website.

1.5 These Terms also incorporate our [privacy policy](#) (which tells you how we use your personal information) and our [cookie policy](#) (which tells you what cookies are, why we use cookies, what cookies we use on this website, and how to disable cookies).

1.6 If you have any questions or concerns about these Terms or any content which appears on this website, please contact admin@conveyalliance.co.uk

2 Changes to these Terms and this website

2.1 We may revise and update these Terms at any time and will indicate at the top of the page when these Terms were last revised. Please review the Terms periodically as your continued use of this website indicates your agreement to any changes that we make.

2.2 We aim to update this website regularly, and may change the content on this website at any time. If the need arises, we may suspend access to this website, or close it indefinitely. Any of the content on this website may be out of date at any given time, and we are under no obligation to update such content.

3 Accessing this website

3.1 This website is for use by individuals located in the UK only who are at least 18 years old. By using this website, you confirm that you are located in the UK and at least 18 years old.

3.2 We permit access to this website on a temporary basis, and we reserve the right to withdraw or amend access to this website without notice. As we do not charge you for accessing this website we will not be liable to you if for any reason this website is unavailable at any time or for any period.

3.3 We may restrict access to some parts of this website, or the entire website, to users who have registered with us.

4 Using this website

4.1 Before you can access and order our services and/or products you must complete the application process by providing the information requested in a form which is complete, accurate, up to date and not misleading. We may rely on this information if you purchase services and/or products from us so it is important you comply with this requirement.

4.2 You may be required to meet certain criteria as set out on this website or in other information that we provide to you in order for us to supply products or services. The setting of any such criteria shall be in our sole discretion.

4.3 You must tell us promptly about any changes to the information that you have provided to us. You can do this by contacting us at admin@conveyalliance.co.uk

5 Usernames and passwords

5.1 We may send you a personal username and password which will provide you with access to this website. We will endeavour to send this to you within 2 hours of your application, where applicable, but this may take longer during busy periods.

5.2 You must treat your username, password and any other account security information as confidential, and you must not disclose it to any third party. You are responsible for all uses of your username and password, whether or not authorised by you, unless we are at fault for a breach of confidentiality in respect of your username and password.

5.3 We have the right to disable any user account, at any time, if in our reasonable opinion you have failed to comply with any of these Terms.

5.4 If you think that somebody else knows your username or password you can change your password by logging into your account and using the 'change password' option or you can tell us so that we can change your account details. Please contact us at admin@conveyalliance.co.uk if you believe your account is no longer secure.

6 Termination

6.1 We reserve the right at any time to terminate or block your account and/or terminate or restrict your access to this website, however we will normally only do so where:

6.1.1 we have reasonable cause to believe you, or someone using your username and password, have breached these Terms;

6.1.2 we have reasonable cause to believe you are in breach of any terms and conditions applicable to the purchase of any services and/or products from us or any of our Partners;

6.1.3 you bring us or any of our Partners, suppliers, contractors or other customers into disrepute (including by making any derogatory, demeaning, malicious, defamatory, abusive, offensive, hateful or otherwise objectionable statement about us or any of our Partners, suppliers, contractors or other customers);

6.1.4 you commit any criminal offence that in our reasonable opinion may have an adverse effect on our reputation or that of any of our Partners, suppliers, contractors or other customers;

6.2 We may (but are not obliged to) delete all information relating to and inserted by you in any account that we have terminated.

6.3 We are under no obligation to reactivate any account that we have blocked or terminated. If your account or access to this website is terminated (whether by you or by us) these Terms will remain in effect.

7 Intellectual property rights and limitations on the use of information

7.1 Except for content that we post on this website and credit as being owned by a third party, we are the owner or the licensee of all copyright, database rights, designs, trade marks, goodwill, patents, inventions, trade secrets and other confidential information, know-how, business names and all other intellectual property rights of a similar nature in any part of the world, whether registered, registrable or not and including all applications and the right to apply for any of the foregoing rights and the right to sue for past infringements of any of the foregoing rights (**Intellectual Property Rights**) in this website. Those Intellectual Property Rights are protected by copyright and other laws and treaties around the world. We reserve all such rights.

7.2 You may print off one copy, and may download extracts, of any page(s) from this website for your personal, non-commercial use, or if you are using this website for commercial purposes in accordance with the provisions of such separate terms as we may have agreed with you relating to such use.

7.3 You must not sell, license, distribute or otherwise make available in any form via any media any of the content of this website (including any products and/or services) unless you have entered a separate agreement with us giving you such rights.

7.4 You must not modify the paper or digital copies of any content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio or any graphics separately from any accompanying text.

7.5 You must not use this website for any illegal purpose or for any purpose that in our reasonable opinion damages our reputation or the reputation of any of our Partners, suppliers, contractors or other customers.

7.6 Our status (and that of any identified contributors) as the authors of all content on this website must always be sufficiently acknowledged. You must not remove, modify or hide any branding or copyright or trade mark statements on such content printed or downloaded from this website.

7.7 If you print off, copy or download any content on this website in breach of these Terms, your right to use this website and content on this website will cease immediately (and you must, at our option, return or destroy any copies of the content from this website you have made).

8 Your liability to us

8.1 If you breach any of these Terms then you must reimburse us for all costs, claims, expenses and other liabilities we incur as a result of your breach of these Terms. This is in addition to any other specific remedies we have in these Terms or under the law generally (such as our right to prevent you accessing this website or to terminate your registration on this website).

9 Our liability

9.1 We endeavour to use a reasonable level of diligence when preparing the information on this website, so that you find it useful. However, the information on this website is generic. We have not sought nor have we been provided with any details relating to your specific circumstances or requirements. We have no control over the competence or skills of individuals who rely on such information, nor the manner in which they will use it, nor any reliance they place upon it. Some of the information on this website refers to legal issues, laws and regulations, and the rights and obligations of individuals and companies under laws and regulations. This information is intended for general guidance only and represents our understanding of the relevant position as at the date of publication. We do not guarantee that we will review or update any such information nor that it will reflect changes in law or practice that may have occurred since publication. You should not rely on any of this information in respect of your own specific circumstances and you should always take specific advice in respect of your own circumstances, if required. We cannot be held responsible for any action (or decision not to take action) made in reliance upon the content of this information.

9.2 It is your responsibility to ensure that the information on this website meets your and, if relevant, your client's specific requirements. Subject to clause 9.10, we have no responsibility in this regard.

9.3 Subject to clause 9.10, we will have no liability arising from:

9.3.1 your use or your inability to use this website; or

9.3.2 any information available on this website; or

9.3.3 any reliance you place on any information available on this website.

9.4 The information on this website is provided without any guarantees, conditions or warranties as to their accuracy, relevance or appropriateness for your circumstances, purposes and requirements. If you purchase services and/or products through us, specific guarantees, conditions and/or warranties will be contained in the relevant applicable terms which you should read and ensure you understand.

9.5 Whilst we will endeavour to ensure information and any software and/or data made available on or through this website will not contain any viruses or harmful code, you understand and agree that any information, software and/or data downloaded or otherwise obtained through the use of this website is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of information, software and/or data. Subject to clause 9.10, we are not responsible for any damage caused by the downloading of any information, software and/or data from this website.

9.6 Mention of third party products, services, companies and websites on this website is for information purposes only and constitutes neither an endorsement nor a recommendation.

9.7 We provide no assurance that the use by you of information available on this website will not infringe third party rights (including Intellectual Property Rights) and we will have no liability in this regard.

9.8 Subject to clause 9.10, we, other members of our group of companies, and third parties connected to us hereby expressly exclude:

9.8.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

9.8.2 any liability for any: (a) loss of profit; (b) loss of business; (c) business interruption; (d) loss of business opportunity; (e) loss of revenue (anticipated or actual); (f) loss of savings (anticipated or actual); (g) loss of or damage to reputation or goodwill; or (h) loss or corruption of or damage to data; or (i) special, incidental, consequential or indirect loss or damage whatsoever; arising out of or in connection with your use of this website.

9.9 Subject to clause 9.10, our maximum liability to you for our breach of these Terms or for our negligence or the negligence of our employees or agents or for any recoverable costs, expenses, claims or other liabilities arising out of your use of this website will not exceed £100. We consider and you acknowledge the limitations and exclusions of our liability set out in this clause 9 and elsewhere in these Terms are fair and reasonable and have been calculated by reference to the facts:

9.9.1 you do not pay to access this website; and

9.9.2 if you purchase services and/or products through us or from our Partners such purchase shall be governed by separate terms setting out provisions in respect of our or their liability.

9.10 We do not limit or exclude 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.

10 Information about you and your visits to this website

10.1 We process information about you in accordance with our [privacy policy](#) and [cookie policy](#). By using this website, you consent to such processing and you warrant that all data you provide is complete, accurate, up to date and not misleading.

11 Viruses, hacking and other offences

11.1 You must not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website. You must not attack this website via a denial-of-service attack or a distributed denial-of service attack.

11.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any offence to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this website will cease immediately.

11.3 Subject to clause 9.10, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

12 Links to and from this website

12.1 You may link to our website in such a way as we have specifically agreed with you. If you have not agreed specific arrangements with us about linking 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, or from any website that you do not own. You must not frame this website on any other site, nor may you create a link to any part of this website other than the home page. We reserve the right to withdraw linking permission without notice.

12.2 Where this website 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.

13 Miscellaneous

13.1 **Relationship:** Nothing in these Terms shall constitute any partnership between you and us or be deemed to have created any relationship of agency between you and us.

13.2 **Waiver:** No delay or failure by us to insist upon or enforce performance of any provision of the Terms or to exercise any right under the Terms will be deemed to be a waiver or in any way prejudice our rights under these Terms.

13.3 **Severance:** If any provision in these Terms is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of these Terms not affected by such invalidity or unenforceability shall remain in full force and effect.

13.4 **Rights of third parties:** Unless expressly stated in these Terms, nothing in these Terms shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

13.5 **Jurisdiction and applicable law:** These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. The English courts will have non-exclusive jurisdiction over any dispute or claim arising from, or related to, your use of this website.