

Terms of Use

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The term 'Properties on the Market' or 'us' or 'we' refers to the owner of the website whose registered office is 65 High Street, Lincoln, LN5 8AD.
Our company registration number is 6565060 - Registered in England and Wales.

The term 'you' refers to the user or viewer of our website.
The use of this website is subject to the following terms of use:

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- You may not create a link to this website from another website or document without Properties on the Market's prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

Terms & Conditions

IMPORTANT NOTICE TO ALL USERS: YOU SHOULD READ THIS CAREFULLY BEFORE VIEWING THIS SITE. THIS SETS OUT THE CONDITIONS WHICH GOVERN YOUR USE OF THIS SITE AND YOUR USE OF ANY MATERIAL THAT MAY BE MADE AVAILABLE THROUGH THIS SITE. YOU MUST NOT USE THIS SITE IN ANY WAY UNLESS YOU AGREE THE FOLLOWING CONDITIONS.

Introduction

In these terms and conditions, the expressions "we" and "us" (and "Properties on the Market") means Spericle Limited (t/a Properties on the Market and its subsidiaries and subsidiary undertakings from time to time (as those expressions are defined in sections 736 and 258 respectively of the Companies Act 1985 (as amended)). The Site is owned by Properties on the Market and operated by Expert Agent. The terms and conditions set out below constitute an agreement between you (the user) and us and set out the conditions upon which you may view the Site and access the information, products, material and services available on the Site. We reserve the right to alter the Site and any of the terms, conditions and provisions of the Site (whether contained in the Legal Notice, these Terms and Conditions of Use, the Privacy Policy or elsewhere), at any time. It is your responsibility (as user) to visit the terms, conditions and provisions of the Site regularly and thoroughly.

English Law

The terms, conditions and provisions of the Site (including, without limitation, the Privacy Policy) shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

Invalidity

If any of the terms, conditions and provisions of the Site shall be unlawful, void or for any purpose unenforceable the particular term, condition or provision shall be deemed severable and shall not affect the validity and enforceability of the remaining terms, conditions or provisions.

Access to Site

Unless otherwise specified the information on the Site is directed solely at those who access the Site from the United Kingdom (of Great Britain and Northern Ireland) and at those who are residents of the United Kingdom (of Great Britain and Northern Ireland).

Content and Information

The description of the properties offered by us or our agents or content providers contained in the Site are for information purposes only. The information and descriptions contained herein are not intended to be complete descriptions of all the features. While we endeavour to ensure that the information and description is accurate and up-to-date we

cannot guarantee this. Any reliance on the information contained in the Site is at your own risk. We disclaim all warranties (expressed or implied) as to the accuracy or completeness of the information or materials contained on or linked to from the Site. You should (where relevant) consult the hard copy particulars relating to the property in which you are interested. These particulars are available from the branch address shown.

Legal Exclusions and Limitations

While we take every care to ensure that the standard of the Site remains high and to maintain the continuity of the Site, the Internet is not a stable medium and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate the Site (or any particular part of it) or to provide the services offered on the Site. In addition, we make no representations or warranties about the accuracy, completeness, and freedom from viruses, availability, reliability or suitability for any purpose of the information and related graphics published on the Site (including all texts, advertisements, links or other items) which may contain technical inaccuracies and typographical errors. The Sale of Goods Act(s) and all other legislation from time to time that imply terms into contracts is/are expressly excluded from application to the Site and the services supplied in connection with it to the fullest extent permitted by law.

We and all content providers and contributors to the Site disclaim and exclude to the fullest extent permitted by law all liability for any loss or damage whatsoever whether arising in tort, contract, equity or otherwise and arising out of or in relation to or in connection with your access to or use of or inability to use the Site.

We are not providing any legal, accounting or any other professional advice or opinion on specific facts or matters and (other than in the case of fraudulent misrepresentations and representations expressly made in these terms and in our Privacy Policy) we exclude all representations and offer no warranties. Neither we nor any of our directors, officers, employees or agents will be liable for damages arising out of or in connection with the use of the Site or the information contained in it. This is a comprehensive limitation of liability that applies to all damage of any kind including (without limitation), compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of opportunity, loss of or damage to property and third party claims save that nothing in the terms, conditions and provisions of the Site shall exclude or restrict liability for death or personal injury resulting from our negligence or that of our directors, officers, employees or agents.

On the Site you may be offered various links to other sites which we hope you will be interested in and enjoy. We do not accept any responsibility for the content of those sites, the owners of which do not necessarily have any association, commercial or otherwise with us.

Nothing contained in the Site shall form a contract or part of a contract other than as expressly provided and other than the terms, conditions and provisions of the Site.

Where appropriate your statutory rights are not affected by these Terms and Conditions of Use.

We expressly do not accept responsibility for the content and information on the linked sites and we do not accept responsibility (without derogation from the above) for the views, sound recordings, video or other graphics expressed on the linked sites.

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Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 (hereafter the Act) shall not apply to any agreement between you and us governed by these terms and conditions and no rights or benefits expressly or impliedly conferred by any such agreement shall be enforceable under the Act against the parties to it by any other person or entity.

Amendments

We reserve the right to amend these Terms from time to time without notice to you. Please check the Terms periodically to see whether a change has been made to them. If you do not agree with any change in these Terms please discontinue further use. Your continued use of propertiesonthemarket.com will signify your acceptance of any change in the Terms set out here.

From time to time Connells may supplement these Terms with additional terms applying to specific content or events ("Additional Terms"). Any Additional Terms will be clearly placed on propertiesonthemarket.com to be viewed in connection with the specific content or events. All Additional Terms will form part of these Terms. Connells may modify or discontinue propertiesonthemarket.com with or without notice to you and without liability

to you or any third party.

Registration

When you register with us you are stating that you are eighteen [18] years of age or over [We do not allow persons who we know to be 17 years of age or younger to register with propertiesonthemarket.com.]

You agree that any information you provide to us about yourself upon registration or at any other time will be true, accurate and complete and that you will ensure that this information is kept accurate and up-to-date at all times. Details of the information that we collect and how this is used is contained within our Privacy Policy.

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Subject to the terms of our Privacy Policy, Properties on the Market may, from time to time, send email messages to you containing advertisements or promotions including links to third parties. We make no representation or warranty with respect to the quality, suitability, or functionality of any goods or services which may be obtained from third parties as a consequence of these e-mails, and you agree that Properties on the Market shall have no liability with respect thereto.

Users are bound by the Google Maps/Google Earth Additional [Terms of Service](#) (including the Google [Privacy Policy](#))

Termination and Remedies for breach of these terms by you

We will be entitled to restrict, suspend or terminate your membership or deny you access to connells.co.uk or take such other action as we deem appropriate if we determine, in its sole discretion, that you are in breach of any of the Terms or we consider in its sole discretion that your use of propertiesonthemarket.com is inappropriate or otherwise unacceptable.

The restriction, suspension or termination of our service pursuant to this section will be without prejudice to any rights which Connells may have against you in respect of your breach of these Terms of Service.

We shall be entitled to disclose your user identity and details if required or requested by the courts or other law enforcement authorities and/or agencies or in such other circumstances as Properties on the Market in its sole discretion considers reasonably necessary or appropriate.

Indemnification

You agree to indemnify and hold each of Properties on the Market's, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your use of propertiesonthemarket.com, the violation of these Terms of Service by you, or the infringement by you, or any other person, of your account, or of any intellectual property or other right of any other person or entity.

The Privacy Policy forms part of the terms, conditions and provisions of the Site and specifically forms part of these terms and conditions of use. Your use of or registration via the Site constitutes your acceptance of these terms and conditions and the Privacy Policy as amended from time to time.

Legal Notice Reminder

If you do not agree to these terms and conditions which are the conditions of use for the Site, you should immediately cease to use the Site. In your using the Site (or in your continuing to use the Site) you are consenting to the terms, conditions and provisions of the Site as amended from time to time.

Complaint Procedure

We are committed to providing our services and products to the highest standards.

If you feel that we have not lived up to your expectations in any way, we would like to hear from you so that we can investigate matters. This will help us to improve our service for you and our future relationships with buyers, sellers, landlords, tenants, investors and any further property needs.

Most complaints can be dealt with by the relevant Manager of the Branch / Department.

Stage One

If you feel that you have a complaint we urge you to contact our office where we can put you through to the correct person to help you the most. Please make a note of who you spoke to, when you spoke to them and what you spoke about. This will start our complaints procedure off. Hopefully any issues, concerns or complaints you may have can be resolved this way.

Stage Two

If you feel, after speaking with the Manager of the Branch / Department, that your complaint has not been resolved or should they have been directly involved in the matter pertaining to your complaint, you are invited to make a formal complaint in a written summary by e-mail to info@propertiesonthemarket or by letter to Complaints Dept, Properties on the Market, 65 High Street, Lincoln, LN5 8AD.

The relevant Area Manager will make contact with you to discuss the matter further prior to launching a full investigation. Upon completion of that investigation, you will be advised of the outcome within 15 working days of receipt of the written complaint.

Stage Three

If, after receiving the response in Stage Two, you feel that your complaint remains unresolved you may refer the matter to Sath Vaddaram, the Managing Director- 0333 300 2982 Sath@propertiesonthemarket.com - who will personally conduct a separate review of your complaint. Mr Vaddaram will resolve any complaints within 15 working days of receipt of the complaint.

Stage Four

Following Stage Two, should the matter still not be resolved to your satisfaction you can then refer it to either TPO or ARLA as below. The steps outlined above must be completed in full before proceeding through this route. Please note that any referral must be undertaken within 12 months of receipt of your written complaint.

<p>The Property Ombudsman (TPO) Milford House 43-55 Milford Street Salisbury Wiltshire SP1 2BP</p>	<p>The Association of Residential Letting Agents Arbon House 6 Tournament Court Edgehill Drive Warwick CV34 6LG</p>
<p>Please note that any referral to The Property Ombudsman must be undertaken within 12 months of the complaint first being reported.</p>	<p>ARLA will review complaints relating to the protection of tenancy deposits.</p>