

## Website Terms of Use

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### 1. General

- 1.1. Fardella & Bell Limited trading as Fardella & Bell (the 'Agency') is a private limited company registered in England and Wales with company number 12635412. The Agency's registered office address is at Black Bull House 353-355 Station Road, Bamber Bridge, Preston, Lancashire, PR5 6EE.

### 2. Terms of Website Use

- 2.1. These terms and conditions (the 'Terms') set out below will govern your use of this website which can be found at <https://fbestateagents.co.uk/> (the 'Website').
- 2.2. References on the Website to 'Fardella & Bell Limited', 'Fardella & Bell', 'the Agency', 'we', 'us' or 'our' mean the Agency.
- 2.3. The legal information on the Website is to provide users with the Terms upon which they use the Website and to make accessible certain other legal and regulatory information which it is best practice to place in the public domain where it can be easily accessed by sellers and other interested third parties. The legal information on the Website should, for sellers who have instructed the Agency, be read in association with our Sale Terms. The Sale Terms shall take precedence over any legal notice on the Website in the event that they differ from one another.
- 2.4. The Website is owned and operated by the Agency. For the purposes of the Terms, the Agency includes any and all of the Agency's subsidiary undertakings, co-branded businesses and joint ventures which may exist from time to time.
- 2.5. Use of the Website is governed by the following Terms which were last reviewed in **July 2020**. The Agency reserves the right, at its discretion, to make changes to any part of the Website or the Terms. Should the Terms be amended, the Agency will not notify you and it is your responsibility to check the Terms every time you use the Website. Specific terms may also apply to the provision of any of the services that we provide via the Website. You should check any specific terms that apply to the services which you use.
- 2.6. We reserve the right to alter, suspend or discontinue any part of the Website or the services provided through it, including your access to it. Whilst we make every effort to ensure that the information contained within the Website is correct, visitors should be aware that the information may have become out of date and we give no warranty or make any representation regarding the fitness for purpose, continued availability, quality, accuracy or completeness of the content of the Website. Accordingly, the materials on the Website do not give specific legal advice and should not be relied on as doing so. In particular you should be aware that laws and regulations might be different outside England. Your use of the Website does not create a contractual or customer relationship between you and the Agency. We recommend you contact the agents who are named on the Website for advice about particular matters. The Agency excludes all liability for any kind of loss or damage that may result to you or a third party in connection with the use, inability to use, or the results of use of the Website.
- 2.7. Website visitors are permitted to read the contents and to download and store on a temporary basis any of the contents of the Website provided this is for their own personal or non-commercial use. Apart from content specifically made available for download, you may not permanently copy, store, or redistribute the contents of the Website in any way. Where we make content available for downloading this is only for your personal use and is not for commercial re-use. You may not set up links from your own websites to the Website without our prior written consent.
- 2.8. Any links to other websites from the Website are provided for convenience only and the Agency accepts no responsibility or liability in connection with your use or reliance on the content of any linked website. The inclusion of any link does not imply endorsement by the Agency of any linked website or its provider.

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2.9. For further information on the use of materials from the Website, or if you experience any problems with the Website, please contact us by sending an email to [info@fbestateagents.co.uk](mailto:info@fbestateagents.co.uk).

### 3. Copyright and Intellectual Property

3.1. Copyright and other intellectual property rights in the content of the Website, including any of the Agency's marks, logos, and brands, belongs to the Agency or its licensors (who have expressly licensed content to the Agency). All rights, save as expressly granted, are reserved. If you are in doubt whether an item is copyright or a trademark of the Agency, please contact us for clarification.

### 4. Disclaimers Relating to Downloads

4.1. The Website may allow users to download certain documents which are also available directly from the original source website and various other websites.

4.2. To the extent permitted by law, the Agency excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly in connection with the use of the download facility and the content of any downloaded material including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy or copyright with the downloads, their content or associated services or due to any unavailability of part or all of any associated website or associated service.

4.3. The documents available for download are created exclusively by third parties and the Agency excludes all liability for any illegality arising from error, omission, inaccuracy, or copyright in such material and takes no responsibility for such material.

4.4. Any downloads are provided solely for your convenience and the Agency does not necessarily endorse the material which can be downloaded and will have no liability to you in respect of the same.

4.5. Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

4.6. The Agency cannot guarantee that downloading documents from the Website will be free from error and/or uninterrupted and we shall not be liable for any damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract, negligence or other tortious action, arising out of, or in connection with the download facility or any associated website.

4.7. Whilst effort has been taken to ensure that any downloads are free from viruses, no warranties are given to that effect and users are responsible for ensuring that they have installed adequate virus checking software. The Agency shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of users' computer hardware. All documents are downloaded at the user's own discretion and risk and the user shall be solely responsible for any damage to the user's computer system or loss of data that results from the download of any documents.

4.8. Nothing in the Terms serves to exclude or limit liability for death or personal injury arising from negligence or any liability which is otherwise prohibited from being excluded by law.

### 5. Electronic Commerce (EC) Directive Regulations 2002 and Provision of Services Regulations 2009

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5.1. The following information is provided by us to ensure our compliance with the above regulations:

5.1.1. The Agency is registered with the Property Ombudsman with registration number E02072 – see <https://www.tpos.co.uk/> for more details about the Property Ombudsman and the scheme.

5.1.2. The Agency is NOT registered for VAT.

5.1.3. The Agency maintains qualifying Professional Indemnity Insurance, details of which can be provided on request.

5.1.4. The Agency is committed to providing an excellent service and operates an internal complaints procedure that can be made available on request.

### 6. Severability

6.1. If the Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which the Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from the Terms and the remaining provisions contained within the Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

### 7. Events Beyond our Control

7.1. The Agency will not be responsible for any breach of the Terms caused by circumstances beyond its reasonable control.

### 8. Governing Law

8.1. This legal notice and all issues regarding the Website are governed by English law. Access is granted on condition that you accept all of the above and agree to the jurisdiction of the courts of England and Wales to settle matters in relation to the Website.

### 9. Reports of Misuse

9.1. We take feedback very seriously and are constantly looking for ways to improve the Website. If you have any comments or concerns regarding the information or the Website content generally or would like to report any misuse of the Website, please contact us by sending an email to [info@fbestateagents.co.uk](mailto:info@fbestateagents.co.uk).

### 10. Email Policy

10.1. The views and opinions expressed in any email from the Agency are those of the author and are not necessarily endorsed by the Agency.

10.2. All information contained in any message or attachments is intended solely for the addressee. It is confidential. If you have received this message in error, please send it back to us, and immediately and permanently delete it. The unauthorised use, disclosure, copying or alteration of this message and/or any attachment is strictly prohibited.

10.3. It is your responsibility to scan for viruses or otherwise check any email and any attachments. All email messages and any attachments are scanned for viruses prior to leaving our network. However, the Agency does not guarantee the security of any message or any attachments and will not be responsible for any damages arising as a result of any virus being passed on or arising from any alteration of any message by a third party.

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- 10.4. We may monitor emails sent to and from our network.
- 10.5. If you require verification of the content of any email message and/or attachment, or if you have any questions about this policy or our usage of email, please contact us on 01254 933511 or by sending an email to [info@fbestateagents.co.uk](mailto:info@fbestateagents.co.uk).