

Terms and Conditions



Introduction

Welcome to kibswellhomes.co.uk (the "Site"). In these terms and conditions, the expressions "we" and "us" means Kibswell Homes Limited. 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.

YOUR HOME MAY BE AT RISK IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR OTHER LOAN SECURED ON IT

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.

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.

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.

Copyright

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Force Majeure

We shall not be liable to you for any breach of conditions of use or any failure to provide or delay in us providing our services through our Site resulting from any event or circumstance beyond our reasonable control including (without limitation) strikes, lock-outs and other industrial disputes, break-down of systems or network access, fire, explosion or accident failure of any third party telecommunications or service provider.

Privacy Policy

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. This website is owned and operated by Kibswell Homes Limited.

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