

## Terms & Conditions

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The terms “Craven-Holmes”, “Craven-Holmes Estate Agents” or “us” or “we” refers to the owner of the website whose registered office is 32 High Street, Boroughbridge, YO51 9AW United Kingdom. The term “you” refers to the user or viewer of our website.

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### **Applicable Law**

Any disputes arising from the use of this website shall at all times be governed by the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the English Courts.

### **International transfers of personal information**

As the Internet can be accessed worldwide, if you are visiting the site from outside the UK, your visit will necessarily result in the transfer of information across international borders. By visiting this site and communicating electronically with us you are consenting to these transfers.

### **Changes to our site**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in

**connection with:**

- **use of, or inability to use, our site; or**
- **use of or reliance on any content displayed on our site.**

**If you are a business user, please note that in particular, we will not be liable for:**

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site to you for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services by us to you, which will be set out in our separate terms and conditions of supply of those services.

### **Viruses**

**We do not guarantee that our site will be secure or free from bugs or viruses.**

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site 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 our site, the server on which our site is stored or any server, computer or database

connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach 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 our site will cease immediately.

### **Third party links and resources in our site**

Where our site 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.