

Dated 02/01/2019

## Acceptable Use Policy



## **1 INTRODUCTION**

- 1.1 Together with our website terms and conditions of use, this Policy governs how you may access and use the Site.

### **1.2 DEFINITIONS**

**Policy:** means this acceptable use policy;

**Site:** means the following website: <http://www.austinandroe.co.uk/>

and all associated web pages;

**We, us or our:** means Austins Independent Estate Agents Limited trading as Austin & Roe Independent Estate Agents, company registration number 11507418 with VAT registration number 309165213 and whose registered office is at Granville Square, 75a High Street, Stone, Staffordshire, ST15 8AE; and

**You or your:** means the person accessing or using the Site or its content.

## **2 ACCEPTABLE USE**

We permit you to use the Site only for lawful purposes and primarily for accessing information about us. Use of the Site in any other way, including in contravention of any restriction on use set out in this Policy, is not permitted. If you do not agree with the terms of this Policy, you may not use the Site.

## **3 RESTRICTIONS ON USE**

- 3.1 As a condition of your use of the Site, you agree:

3.1.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by this Policy or our website terms and conditions of use.

3.1.2 not to use the Site to commit any act of fraud;

3.1.3 not to use the Site to distribute viruses or malware or other similar harmful software code;

3.1.4 not to use the Site for purposes of promoting unsolicited advertising or sending spam;

3.1.5 not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

3.1.6 not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;

3.1.7 not to use the Site in any manner that harms minors;

- 3.1.8 not to promote any unlawful activity;
- 3.1.9 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- 3.1.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;
- 3.1.11 not to attempt to circumvent password or user authentication methods; and
- 3.1.12 to comply with the provisions relating to our intellectual property rights and software contained in our General website terms and conditions of use.

#### **4 USING THE AUSTIN & ROE INDEPENDENT ESTATE AGENTS NAME AND LOGO**

You may not use our trade marks, logos or trade names except in accordance with this Policy and our general website terms and conditions of use.

#### **5 BREACH**

We shall apply the terms of this Policy in our absolute discretion. In the event of your breach of this Policy we may terminate or suspend your use of the Site or take any action we consider necessary to remedy the breach.

#### **6 DISPUTES**

- 6.1 We will try to resolve any disputes with you quickly and efficiently.
- 6.2 If you are unhappy with us please contact us as soon as possible.
- 6.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:
  - 6.3.1 let you know that we cannot settle the dispute with you; and
  - 6.3.2 give you certain information required by law about how to contact The Property Ombudsman (of which Austin & Roe Independent Estate Agents is a member) who will be able to independently review your complaint and how we handled it. The Property Ombudsman's decision will be treated as final.
- 6.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Policy.
- 6.5 Relevant United Kingdom law will apply to this Policy.