

PIER24 LETS LTD WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHO WE ARE AND HOW TO CONTACT US

Pier24homes.com (the “**Site**”) is a site operated by PIER24 LETS LTD a company registered in England & Wales (company number 14635198) with registered offices and trading address is Cawley House, 149-155 Canal Street, Nottingham, Nottinghamshire, United Kingdom, NG1 7HR

(“we”, “us”).

You can contact us by:

- Emailing us at : info@pier24homes.com
- Writing to: John Brogden at Cawley House, 149-155 Canal Street, Nottingham, Nottinghamshire, United Kingdom, NG1 7HR
- Calling our customer service line on : 0113 403 3910

BY USING THE SITE YOU ACCEPT THESE TERMS

By using the Site, you confirm that you accept these terms and that you agree to comply with them.

If you do not agree to these terms, you must not use the Site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms refer to the following additional terms, which also apply to your use of the Site:

- Our Privacy Policy (See website footer for the PDF link) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy (See website footer for the PDF link) which sets out information about the cookies used within the Site.

WE MAY MAKE CHANGES TO THESE TERMS

We may change these terms from time to time. Any and all changes will be posted in these terms. These terms will always state the date they were last revised. You are deemed to accept and agree to be bound by any changes to these terms when you use the Site after those changes are posted. Every time you wish to use the Site, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO THE SITE

We may update and change the Site from time to time and will do our best to notify you of such changes when you next access the Site.

WE MAY SUSPEND OR WITHDRAW THE SITE

The Site is made available free of charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. We will not be liable if for any reason the Site is unavailable at any time or for any period.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

OUR SITE IS ONLY FOR USERS IN THE UK

The Site is directed to people residing in the United Kingdom. We do not represent that content available on or through the Site is appropriate for use or available in other locations.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Site in breach of these terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THE SITE

The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely and we will have no liability to you if you do rely on it. You must obtain professional or specialist advice before taking, or refraining from taking, any action based on the content on the Site.

Although we make reasonable efforts to update the Site, we make no representations, warranties or guarantees, whether express or implied, that the data on the Site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of any bookings made by you.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it.
- We will not be liable to you 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, the Site; or
 - use of or reliance on any content displayed on the Site.
- 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 the Site for domestic and private use. You agree not to use the 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.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our privacy and cookies policies (See Website footer for PDF link)

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the 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 the Site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the Site other than that set out above, please contact info@pier24homes.com

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Last updated: 01/03/23

