

Terms and Condition

Website Terms of Use

This website is operated by, or on behalf of mybete Limited of The Cooperage. By using our Websites, you agree to comply with and be bound by the following terms and conditions

We reserve the right to amend these Terms of Use from time to time. Any changes will be posted on our Websites. Your continued use of our Websites after posting will constitute your acceptance of, and agreement to, any changes. Specific services that we offer, or make available to you, may also be governed by additional or alternative terms and conditions with us, or other third parties.

Registering on our Websites

You must be 18 years old or over to create an account on our Websites and to contact our partners through our Websites, and warrant that the details you provide on registration are true, accurate, complete and current. You must promptly update us with any changes to your account details. You must create a password when you register and you are responsible for maintaining the confidentiality of that password. You agree that any person to whom your username or password is disclosed is authorised to act as your agent for the purpose of transacting for any services via this Website, and you will be responsible for any and all activity conducted using your password. You shall take reasonable steps to prevent unauthorised access to your account via any computer or other device that you use to access your account. If you believe someone has, without authorisation, accessed an account that you created on this Website, please contact us immediately.

When you create an account you may be given the opportunity to opt-in to receive marketing emails from us, our group companies or third parties. You can manage your email subscription preferences via our Websites or unsubscribe from emails at any time. From time to time, we may need to send you service emails relating to your accounts, and we reserve the right to do so.

Your responsibilities

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. In particular, please note that we are not an estate agency. Some of our Websites provide a service where estate agents may market and you may view property details ("**Details**"). The estate agents that post the Details are solely responsible for their accuracy and for fielding enquiries relating to those properties. We do not participate in any communications between you and estate agents nor in any part of a subsequent property transaction. We host the Details in good faith but we have not verified them and we make no representations, warranties or guarantees, whether express or implied about the Details. We are also not giving you any advice (investment, financial or otherwise) in respect of any content on our Websites or recommending or endorsing any properties, products or content on our Websites.

Materials you provide

By submitting content on our Websites or otherwise providing content to us ("**Content**"), you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable and fully transferable licence to use, reproduce, display, sell, modify and edit the Content. You waive any moral rights you may have in the Content. We will not pay you any fees for the Content and reserve the right in our sole discretion to remove or edit it at any time. You warrant and represent that you have all rights necessary to grant us these rights. We will permit you to post Content on our Websites in accordance with our procedures and provided that the content is not illegal, obscene, abusive, threatening, defamatory or otherwise objectionable to us. Any personal data that you provide via, or in connection with, the Websites will be governed by our policy

Disclaimer and liability

The Website (including all content on it) is provided by us on an "as is" and "as available" basis and we make no representations, guarantees or warranties of any kind, either express or implied, including without limitation, warranties as to quality, suitability for any purpose, compatibility, reliability, accuracy, completeness, timeliness, access or use. It is your responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of our Websites and any information or content contained therein. We accept no responsibility and make no representations, guarantees, or warranties that the Websites will operate continuously, without interruptions or be fault-free. We may need to make the Websites unavailable with or without notice to carry out maintenance or upgrade work. We accept no liability for any interruption or loss of service.

Any value estimates provided on our Websites are intended for general interest and information purposes only and should not be relied upon for any commercial transaction or similar use. These estimates are based on publically available information which may be inaccurate or incomplete, and typical factors in certain locations. They will not take account of any factors which are unknown to us and should only be used as a general estimate. None of the information available on our Websites is intended to be a substitute for independent professional advice and users are recommended to seek advice from suitably qualified professionals such as surveyors and solicitors if relevant to their particular circumstances. We shall not be liable for any losses suffered as a result of relying on our value estimates.

Property descriptions and other information provided on our website are intended for information and marketing purposes and, whilst displayed in good faith, we will not in any circumstances accept responsibility for their accuracy. The property advert pages on our website do not constitute property particulars and these should be available directly from the agent marketing the property. It is the responsibility of prospective buyers/tenants to satisfy themselves as to the accuracy of any property descriptions displayed and the responsibility of agents to ensure the accuracy and integrity of property descriptions provided on our website and in any property particulars.

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 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 assume no responsibility for the content of websites linked to 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.

Indemnification

You agree to indemnify, defend and hold us and our affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party due to or arising out of your use of this Website or through your password or otherwise, the violation of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any other person or entity.

Viruses

We do not guarantee that the Websites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programme and platform in order to access the Websites. You should use your own virus protection software. You must not misuse the Websites 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 the Websites, the server on which the Websites are stored or any server, computer or database connected to the Websites.

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.

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You must not use an automated program (including, without limitation, any web-crawling or screen-scraping software or any equivalent technology or techniques), to access the Website for the purpose of collecting, obtaining and/or accumulating (or other similar activity) data or content in this Website. Any such use of an automated program is prohibited and shall be a breach of these Terms of Use.

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Third Parties

This Website may contain links to third party products, services and/or websites that are not affiliated with us. We have no control over the products, services or websites of these third parties and we do not guarantee or take responsibility for them. This Website may also contain advertising from third parties and we are not responsible for any misleading or inaccurate advertisements which are the sole responsibility of the advertiser. Any links or advertisements on this Website should not be taken as an endorsement by us of any kind. Furthermore, this Website contains data provided by third parties and we accept no responsibility for any inaccuracies in this material. You agree to release us from claims or disputes of any kind arising from or in any way connected to such disputes with third parties.

Restrictions on Use

You agree not to:

- transmit any material designed to interrupt, damage, destroy or limit the functionality of our Websites;
- use any automated software to view our Websites without consent and to only access our Websites manually;
- use our Websites other than for your own personal use or as an agent listing properties for sale and to rent;
- attempt to copy our data or reverse engineer our processes;
- use our Websites in any manner that is illegal, immoral or harmful to us (including to commit or facilitate the commission of any fraud against us);
- use our Websites in breach of any policy or other notice on our Websites;
- remove or alter any copyright notices that appear on our Websites;
- publish any material that may encourage a breach of any relevant laws or regulations;
- interfere with any other user's enjoyment of our Websites;
- transmit materials protected by copyright without the permission of the owner; or
- Conduct yourself in an offensive or abusive manner whilst using our Websites.

We shall be entitled to suspend the Services and/or terminate these Terms of Use without notice to you if you commit a breach of these Terms of Use, and in particular these restrictions on use, which in our reasonable opinion is serious enough to merit immediate termination.

Governing Law

These Terms of Use are governed by English law and the contract between you and us is made in England. Any disputes will be settled in English courts, although we may take action to enforce our intellectual property rights in any relevant jurisdiction. If any provision of these Terms of Use is found to be unenforceable, it will be replaced with a provision reflecting the intent of the original provision.

General

The headings in these Terms of Use are solely used for convenience only. You may not assign or delegate any or all of your rights or obligations in this Agreement. We may assign this Agreement at any time without notice to you. Our delay or failure to exercise or enforce any right or provision of these Terms of Use shall not constitute or be construed as a waiver of such right to act. We shall not be responsible for any breach of these Terms of Use caused by circumstances beyond our control. Nothing in these Terms of Use shall be construed to create a joint venture, partnership, or agency relationship between you and us, and neither you nor we shall have the right or authority to incur any liability, debt, or cost, or enter into any contracts or other arrangements, in the name of or on behalf of the other.

If you have any questions or comments about our Terms of Use, please contact us.