

# Terms

## INTRODUCTION

1. These terms and conditions and privacy policy constitute an agreement between you, the user, and Landlord Information Network (LIN) Limited
2. By using this website you agree to be legally bound by the terms and conditions and privacy policy as posted on the site at the time of your visit. Should you not agree fully to these terms and conditions and privacy policy you should exit the site immediately.
3. LIN Limited reserve the right to change these terms and conditions at any time and to notify you by posting an updated version of these terms and conditions and privacy policy on the site, at which point they will become immediately effective. Your continued use of the site after any such changes will be taken as your consent to such changes.
4. Landlordinformationnetwork.co.uk is operated by Landlord Information Network (LIN) Limited, company number 7485861, VAT number 110791246. LIN Ltd's registered office 2 Highdale Fold, Dronfield, Derbyshire. S18 1TA.

## TERMS AND CONDITIONS

1. All material published on Landlordinformationnetwork.co.uk (hereinafter 'we', 'our') is published in good faith. LIN Limited does not inspect any of the properties appearing on the site and cannot confirm or accept responsibility for the accuracy of any property details provided on the site. We strongly advise you to inspect the property thoroughly yourself before entering into any agreements.
2. LIN Limited do not in any circumstances accept responsibility for the accuracy or otherwise of any advertisement or message.
3. a) LIN Limited do not endorse any of the potential tenants that appear on the site and cannot make any guarantees of the credit worthiness, honesty, behaviour, rental history or ability to pay rent of any of the potential tenants listed with us and cannot be held responsible for any resulting loss or damages of any nature whatsoever and however arising.
3. b) LIN Limited do not endorse any of the rooms that appear (advertised by landlords and other potential tenants) and cannot make any guarantees of their availability, quality, compliance with relevant laws and regulations nor any guarantees about the reliability, honesty or behaviour of the landlords and cannot be held responsible for any resulting loss or damages of any nature whatsoever and however arising.
3. c) By submitting information to our website LIN Limited has the perpetual worldwide right to use and distribute such information without restriction free of charge in any form and media now known or hereafter invented.

## **ADVERTISER'S OBLIGATIONS**

4. a) Advertisers who shall include potential tenants where appropriate on Landlordinformationnetwork.co.uk must only send through information for publication on the website which to the best of their knowledge is true and accurate and not in any way misleading.
4. b) Advertisers may not send through information for publication on the website, with content that contains offensive language, overtly sexually explicit content, is unlawful, threatening, libellous, abusive, harmful, bigoted, racially offensive, obscene or harassing. Further Advertisers may not ask for content that encourages behaviour that may constitute a criminal offence, result in civil liability or otherwise violate any applicable local, state, national or international law or regulation, to be published.
4. c) Advertisers warrant that all uploaded photographs are current and accurate representations of the rooms available for let and that the copyright in the photographs are owned or controlled by the Advertiser.
4. d) Advertisers warrant that all videos and photographs submitted by them and uploaded by LIN Limited do not contain material that may be regarded as sexually explicit, illegal, inflammatory, offensive or obscene.
4. e) Whilst LIN Limited aims to moderate all content, LIN Limited does not guarantee that offensive or inappropriate material will be immediately removed or deleted from the website. Failure by LIN Limited to remove or delete offensive or inappropriate content does not waive our right to remove or delete offensive or inappropriate content in subsequent or similar cases.
4. f) LIN Limited does not allow the use of automation software to send multiple messages through the user to user messaging system. Users found to be repeatedly sending multiple automated emails may have their accounts suspended and, in some cases, cancelled.
4. g) Users must not hack into or otherwise disrupt LIN Ltd's systems or websites. This includes (but is not limited to) using automated programs, spiders, web crawlers or robots to access or harvest data for use on external websites or for marketing purposes of any kind. Such actions are prohibited and will be considered a misuse of the system.

## **CANCELLATION**

5. a) LIN Limited reserves the right to refuse to list and or deactivate advertisements or edit content which it deems is in violation of paragraph 4 above at its sole discretion. In such cases no refunds will be given and LIN Limited reserves the right to cancel contractual relations with any Advertiser. In the event LIN Limited receives one or more complaints about an advertisement or advertiser, LIN Limited reserves the right to temporarily suspend the advertisement or account in question while it investigates the matter.

5. b) LIN Limited reserves the right to stop the accounts of any users found to be previously banned or in contravention of our terms and conditions. In such cases the account holder will not be notified and any monies paid will be retained by LIN Ltd to cover our costs.

5. c) Where the Advertiser is a trade advertiser cancellation may occur anytime between the placing of the order with LIN Limited and 2 working days prior to the agreed publication date of the advertisement.

5. d) Where the Advertiser is a consumer pursuant to the Consumer Protection (Distance Selling) Regulations 2000 they may cancel the placement of an advertisement within 7 days of the day after the day that the order was placed. The consumer accepts that where LIN Limited has begun providing services in relation to the Advertisement before expiry of the 7 day period the right to cancel is lost. The consumer agrees that LIN Limited will begin providing services in relation to the order 2 working days prior to the agreed publication date of the advertisement and a valid cancellation can only occur prior to the commencement of such services.

5. e) Where LIN Limited commits a publishing error in relation to an advertisement the Advertiser may cancel the order and shall be entitled to a refund or allow LIN Limited to re-insert the advertisement or adjust the cost. The right of cancellation, re-insertion, refund and adjustment shall not apply where the error or misprint fails to materially detract from the totality of the advertisement.

## **LIABILITY**

7. a) Due to the nature of software and the internet LIN Limited cannot guarantee uninterrupted or error free access to or running of this site or the transactions conducted through it and we shall not be liable for any failure in processing your details due to software or internet errors or viruses or unavailability, or circumstances beyond our reasonable control.

7. b) LIN Limited do not accept liability of any description (except for personal injury or death) including liability for negligence for any damages whatsoever resulting from loss of use, data or profits arising out of or in connection with the viewing, use or performance of this website or its contents.

7. c) Whilst LIN Limited makes every effort to ensure accuracy the pages contained in this website may contain technical inaccuracies and typographical errors. LIN Limited assumes no responsibility for and disclaims all liability for any errors or omissions in this website.

7. d) LIN Limited reserve the right to amend and update information on the website. We accept neither responsibility for keeping the information in these pages up to date nor liability for any failure to do so.

7. e) All express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to our service, our website or any information or service provided through our website are strictly excluded. We will do our best to ensure that all materials and information published on our website is accurate, but

please note that all materials and information on our website are provided on an 'as is' basis.

7. f) IN NO EVENT SHALL LIN LIMITED OR ITS AFFILIATES BE LIABLE TO YOU AS USER OR ADVERTISER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF BUSINESS REVENUE, PROFITS OR CONSEQUENTIAL LOSS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES, THE CONTENT OR ANY WEB SITE REFERENCED OR LINKED TO FROM THE WEBSITE.

## **COPYRIGHT & INTELLECTUAL PROPERTY**

8. a) You may view [Landlordinformationnetwork.co.uk](http://Landlordinformationnetwork.co.uk) and print hard copies of material on it for your personal, non-commercial use. You may also permit your computer to make a transient copy of the contents of this website for online viewing only you may not copy any contents of this website to third parties including but not limited to caching. Any infringement of LIN Limited's intellectual property rights including through copying whether in electronic, hard copy or other format, distribution, adaptation, broadcasting, republishing is prohibited and shall be strictly enforced.

8. b) Unless otherwise specified the copyright and all other intellectual property rights in the contents of all the pages in this web site are owned or licensed to LIN Limited.

## **SECURITY**

9. When you register with [Landlordinformationnetwork.co.uk](http://Landlordinformationnetwork.co.uk), you will be assigned a password. You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

## **GENERAL**

10. LIN Limited's terms and conditions do not affect your statutory rights as a consumer.

11. The placing of an order for an advertisement amounts to an acceptance of these terms to the exclusion of any other terms and conditions. No variation shall be binding unless agreed in writing.

12. If any provision of these terms is held to be void or unenforceable in whole or in part, these terms shall continue to be valid as to the other provisions and the

remainder of the affected provision. No waiver by LIN Limited shall be effective except in relation to the matter in respect of which it was specifically given.

13. Nothing in these terms is intended to confer on any person any right to enforce any provision of these terms which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

14. These terms shall be construed under and governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.