

Elan Technology Group Ltd

By using This Site you accept these Terms and Conditions.

These Terms and Conditions, together with any other documents referred to herein, set out the terms of use governing your use of the website found at, www.elanconvey.co.uk ("This Site"). It is recommended that you print or otherwise save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated in March 2021.

Your agreement to comply with these Terms and Conditions is indicated by your use of This Site. If you do not agree to these Terms and Conditions, you must stop using This Site immediately.

The following documents also apply to your use of This Site:

- Our Privacy Notice, available at www.elanconvey.co.uk/privacy-notice. This is also referred to below in clause 16.
- Our Cookie Notice, available at www.elanconvey.co.uk/cookie-notice. This is also referred to below in clause 16.
- Our Supply Terms at www.elanconvey.co.uk/supply-terms. This is also referred to below in clause 5.3

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- "Content"** means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, This Site
- "We/Us/Our"** means Elan Technology Group Ltd (T/A Elan) a company registered in England and Wales under company number 12866092. Our registered office address is 2 Saffron Court, Wombwell, Barnsley, S73 0AP.

2. Information About Us

2.1 This Site is operated by Us.

2.2 Data Protection Officer: Adele Sagar

- Email address: support@elanconvey.co.uk
- Telephone number: 0113 543 0800.
- Postal address: 2 Saffron Court, Wombwell, Barnsley, S73 0AP.

2.3 We are regulated by The Property Codes Compliance Board (PCCB).

2.4 We are a Search Code™ Subscriber member of The Council of Property Search Organisations (CoPSO), a member of the UK Legal Tech Association and the Association of Independent Property Search Agents (IPSA).

2.5 We are an appointed representative of CLS Property Insight Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Number 718255).

3. How to Contact Us

3.1 To contact Us, please email Us at support@elanconvey.co.uk or telephone Us on 0113 543 0800.

4. Access to This Site

4.1 Access to This Site is free of charge.

4.2 It is your responsibility to make the arrangements necessary in order to access This Site.

4.3 Access to This Site is provided on an "as is" and on an "as available" basis. We may suspend or discontinue This Site (or any part of it) at any time. We do not guarantee that This Site will always be available or that access to it will be uninterrupted.

5. Restricted Access

5.1 Access to certain areas of This Site is restricted. We reserve the right to restrict access to all and any areas of This Site, at Our discretion.

5.2 If We provide you with a user ID and password to enable you to access restricted areas of This Site in order to purchase products or access other services from Us, you must ensure that your user ID and password is kept confidential. We may disable your user ID and password (if you have one) at Our sole

discretion without notice or explanation.

5.3 If you access the restricted areas of This Site to purchase products, then Our Supply Terms which can be found here www.elanconvey.co.uk/supply-terms shall apply to said purchase.

6. Changes to This Site

6.1 We may alter and update This Site (or any part of it) at any time without notice to You.

7. Changes to these Terms and Conditions

7.1 We may alter these Terms and Conditions at any time. Your use of This Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of This Site the first time you use it after the changes have been implemented. You are therefore advised to check this document regularly.

7.2 If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

8. International Users

8.1 This Site is intended for users in the United Kingdom only. We do not warrant or represent that This Site or its Content are available in other locations or are suitable for use in other locations.

9. How You May Use This Site and Content (Intellectual Property Rights)

9.1 All Content included on This Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

9.2 You may access, view, and use This Site in a web browser (including any web browsing capability built into other types of software or app) and you may download This Site (or any part of it) for caching (this usually occurs automatically).

9.3 You may print copies and download extracts of any page(s) from This Site for reference use only.

9.4 You may not modify the printed copies or downloaded extracts in any way. Images, video, audio, or any other Content downloaded from This Site must not be used separately from accompanying text.

9.5 Our status as the owner and author of the Content on This Site (or that of identified licensors, as applicable) must always be acknowledged.

9.6 You may not use any Content from This Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as applicable). This does not prevent the normal access, viewing, and use of This Site for general information purposes by business users or consumers.

9.7 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Works', which provides exceptions allowing certain uses of copyright material including (but not limited to) non-commercial research and private study; text and data mining for non-commercial research; criticism, review, and reporting current events; teaching; accessibility; time-shifting; and parody, caricature, and pastiche. Further information is available from the UK [Intellectual Property Office](http://www.copyright.gov.uk).

10. Links to Our Site

10.1 You may link to any page on This Site.

10.2 Links to This Site must be fair and lawful.

10.3 You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

10.4 You must not link to This Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

10.5 Your link should not use any logos or trademarks displayed on This Site without Our express written permission.

10.6 You must not frame or embed This Site on another website without Our express written permission.

10.7 You may not link to This Site from another website the main Content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

11. Links to Other Sites

11.1 Links to other websites may be included on This Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the Content of third-party websites.

11.2 The inclusion of a link to another website on This Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

12. Disclaimers

12.1 Nothing on This Site constitutes professional advice on which you should rely. It is provided for general information purposes only.

12.2 We make reasonable efforts to ensure that the Content on This Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

12.3 If you are a business user, We exclude all implied representations, warranties, conditions, and other terms that may apply to This Site and Content.

13. Our Liability

13.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

13.2 If you are a business user (i.e. you are using This Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) This Site or the use of or reliance upon any Content included on This Site.

13.3 If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

13.4 If you are a consumer, you agree that you will not use This Site for any commercial or business purposes and that We shall have no liability to you for any business losses as set out above.

14. Viruses, Malware, and Security

14.1 We exercise reasonable skill and care to ensure that This Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.

14.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

14.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via This Site.

14.4 You must not attempt to gain unauthorised access to any part of This Site, the server on which This Site is stored, or any other server, computer, or database connected to This Site.

14.5 You must not attack This Site by means of a denial of service (DoS) attack, a distributed denial of service attack (DDoS), or by any other means.

14.6 By breaching the provisions of clause 14.3 to 14.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use This Site will cease immediately in the event of such a breach.

15. Acceptable Usage of This Site

15.1 You may only use This Site in a lawful manner:

- a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
- b) You must not use This Site in any way, or for any purpose, that is unlawful or fraudulent; and
- c) You must not use This Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

15.2 If you fail to comply with the provisions of this clause 15, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- a) Suspend or terminate your right to use This Site;
- b) Issue you with a written warning;
- c) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

- d) Take further legal action against you, as appropriate;
- e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- f) Any other actions which We deem reasonably appropriate (and lawful).

15.3 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in clause 15.2) in response to your breach.

16. How We Use Your Personal Data

16.1 We will only use your personal data as set out in Our Privacy Notice, available here www.elanconvey.co.uk/privacy-notice and Our Cookie Notice, available here www.elanconvey.co.uk/cookie-notice.

17. Law and Jurisdiction

17.1 These Terms and Conditions shall be governed by, and construed in accordance with, English law and are subject to the exclusive jurisdiction of the Courts of England and Wales.

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