### **Terms of Use**

### 1. Mulberry Lane Estates and Lettings

**Mulberry Lane** is a private company registered in England and Wales whose registered address is:

Vat N/A

# **Mulberry Lane Estates Limited**

Lancaster House 10 Sherwood Rise New Basford, Nottingham NG7 6JE

**Registered Company number:** 16198248

### 2. This Website

**Mulberry Lane** owns the website located at <a href="www.MulberryLane.co.uk">www.MulberryLane.co.uk</a> (the "Website"). By accessing and using the Website you the user agree to be bound by these terms and conditions (the "Terms") which govern your access to and use of the Website.

### 3. Ownership and Use of Content

**3.1** All text, data, charts, tables, software, video, music, sound, graphics, photographs, illustrations, artwork, names, logos, trademarks, service marks and other material on the Website (the "Content") and all rights in it belongs to **Mulberry Lane** You may retrieve and display Content from the Website on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your personal use. Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any other way.

**3.2** You agree not to adapt, alter or create a derivative work from any of the Content on the Website or to use it for any purpose other than for your personal and non-commercial use.

#### 4. Unlawful Use

You agree to use this Website only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the Website by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or the disruption of normal flow of dialogue within the Website.

# 5. Intellectual Property Rights

- **5.1** All copyright, trademarks, database rights and other intellectual property rights that may exist in this Website and the Content shall remain at all times the property of **Mulberry Lane**.
- **5.2** The trademarks, service marks and logos used and displayed on this Website ("Trademarks") are registered or unregistered trademarks of **Mulberry Lane**. Nothing on this Website should be construed as granting, by implication or otherwise, any licence or right to use any Trademark without written permission from **Mulberry Lane**. The name of **Mulberry Lane** may not be used in any way, including in advertising or publicity pertaining to distribution of Content without the prior written permission of **Mulberry Lane**.

# 6. Liability

**6.1** The Website and Content is provided "AS IS" and on an "AS AVAILABLE" basis and **Mulberry Lane** does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Website or any Content. All implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law.

- **6.2** In no event will **Mulberry Lane** be liable for any loss including, without limitation, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract, tort or otherwise, arising out of or in connection with the use of this Website.
- **6.3 Mulberry Lane** has tried to ensure that all the Content provided on the Website is correct at the time of publication. The Content is provided on an information basis only and should not be relied upon. No responsibility is accepted by or on behalf of **Mulberry Lane** for any errors, omissions, or misleading Content on the Website or on any websites to which the Website connects.
- **6.4 Mulberry Lane** does not warrant that the Website or Content will be uninterrupted or error free, that any defects will be corrected, or that this Website or the server that makes it available are free of viruses or bugs.

### 7. Privacy

You must read and accept the **Mulberry Lane** (privacy Notice) which details what type of personal information **Mulberry Lane** may collect from you when you visit the Website and how **Mulberry Lane** may store and use the information in accordance with the GDPR 2018 and the Privacy and Electronic Communications Regulations 2003.

# 8. Changes to the Terms

**Mulberry Lane** reserves the right, at its discretion, to make changes to any parts of the Website or these Terms. When these Terms are amended, **Mulberry Lane** will publish details of the amendments on the Website. Your continued use of the Website is taken as your agreement to be bound by these Terms as amended.

#### 9. Jurisdiction

These Terms shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

# 10. Severability

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

#### 11. Conflict

If there is any conflict between these Terms and any other written agreement between you and **Mulberry Lane**, then the latter shall prevail.

### 12. Events beyond our control

**Mulberry Lane** will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

#### 13. Links

**Mulberry Lane** is not responsible for the availability or content of any third-party websites or material you access through this Website.

#### 14. File Download

Certain files of Content are available for download from the Website. These files of Content are subject to these Terms.

#### 15. Contact

If you wish to contact **Mulberry Lane** regarding the Website, these Terms or the(privacy Notice) please contact us by post, telephone or in person at:

# **Mulberry Lane Estates and Lettings**

Lancaster House
10 Sherwood Rise
New Basford
Nottingham
NG7 6JE
Info@mulberrylane.co.uk

### Tel 0115 7042554

### **Complaints**

We are committed to providing a professional service to our clients and customers.

If you do not feel you have had a good service please tell us, so we can improve our standards.

Please email this to <a href="mailto:Dawn.Walker@MulberryLane.co..uk">Dawn.Walker@MulberryLane.co..uk</a> or post it to Mulberry Lane Estates and Lettings, Lancaster House, 10 Sherwood Rise, New Basford, Nottingham NG7 6JE

We will send you an acknowledgement letter back within 3 days enclosing the complaint and our procedure. We will then investigate the complaint, this will be dealt with by the manager, and they will review and speak to the member of staff that you dealt with.

A formal written letter will then be sent to you with our findings of the complaint. If you are still not satisfied, we can arrange a meeting with the manager.

If you feel we have not addressed your complaint within 8 weeks, you may be able to contact the property ombudsman to consider the matter.

# Property Ombudsman

### www.tpos.co.uk

Property Ombudsman, Milford House 43-55 Milford Street, Salisbury, Wiltshire, SP12 2BP

You will need to submit your complaint within 12 months of us sending you the final letter, including any evidence.