

TERMS AND CONDITIONS FOR ACCESS TO/USE OF THE ONLINE AUCTION PLATFORM



YOUR SPECIFIC ATTENTION IS DRAWN TO THE PROVISIONS OF PARAGRAPH 17

We are Strettons Limited, a company incorporated and registered in England and Wales with number 00268552 whose registered office is at Waltham House 11 Kirkdale Road, Leytonstone, London, E11 1HP (**'Strettons'**, **'we'**, **'us'** and **'our'**).

These terms and conditions (**'Terms'**) (together with the documents referred to in them) state the terms upon which Strettons allows users (including Registered Users (as defined below)) to access and use the Platform (as defined below). They also apply to all communications and interactions between Strettons and users (including Registered Users). Please read them carefully and do not use the Platform if you do not agree to them.

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1. The following definitions apply in these Terms:

'Account': a Registered User's Platform account.

'Auction': the online auction for the sale of a Property via the Platform.

'Bid': a bid submitted via the Platform by a Bidder in relation to a Property in accordance with these Terms, the Conditions, our buyer's guide (see paragraph 2.2.4) and the relevant Listing, and **'Bidding'** shall be interpreted accordingly.

'Bidder': a Registered User submitting one or more Bids.

'Buyer': the successful Bidder or the Representee (as the case may be).

'Conditions': in respect of a Property situated in England and Wales, a modified version of the RICS Common Auction Conditions (4th edition), and, in respect of a Property situated in Scotland, the articles of roup and minute of enactment.

'Deposit': a deposit amount equal to 10% of the relevant Purchase Price (plus VAT, if applicable).

'Duration': the duration of the Auction, being the Initial Duration plus any applicable Extension(s).

'Extension': has the meaning given in paragraph 9.4, and **'Extended'** shall be interpreted accordingly.

'Fee': the administration fee payable to us in accordance with paragraph 8.3, being the sum of £895.

'Guide Price': the guide price for a Property, as determined by the Seller.

'Initial Duration': the initial duration of the Auction (but for avoidance of any doubt excluding any Extension(s)).

'Legal Pack': the legal documents (if any) prepared by or on behalf of the Seller in respect of a Property, including the Sale Contract and the Sales Memorandum.

'Listing': a listing for sale via an Auction of a Property, and shall normally include corresponding Sales Particulars, a Legal Pack and the Conditions.

'Platform': Strettons' online Auction platform accessible via the Website and any other website and/or application through which we may provide the opportunity to participate in an Auction from time to time.

'Property': the property referenced in a Listing as being for sale via an Auction, and 'Properties' shall be construed accordingly.

‘Purchase Price’: in relation to a particular Listing, the amount of the winning Bid, being the price that the Buyer agrees to pay and the Seller agrees to accept as consideration for the sale and purchase of the Property (plus VAT, if applicable).

‘Registered User’: a user of the Platform who successfully completes an Account registration.

‘Representee’: a person on whose behalf a Registered User creates an Account and/or uses the Platform.

‘Reserve Price’: the Seller’s minimum acceptable price for the sale of the Property at Auction and the price below which the Platform cannot facilitate a sale, as detailed further in paragraph 11.

‘Sale Contract’: the contract for the sale and purchase of the Property.

‘Sales Memorandum’: the memorandum of sale in relation to the Property.

‘Sales Particulars’: the sales particulars of a Property set or referred to in a Listing.

‘Security’: has the meaning given in paragraph 8.1.

‘Seller’: the person(s) disposing of the Property at the Auction.

‘Start Time’: the start time of the Auction of a Property via the Platform.

‘TSP’: a third-party technical services provider engaged by Strettons from time to time to support the operation of the Platform.

‘TPPP’: a third-party payment processor engaged by Strettons from time to time to collect, process and make payments under these Terms.

‘VAT’: value added tax or equivalent tax.

‘Website’: the website located via <https://onlineauctions.strettons.co.uk>.

‘you’ and ‘your’: a person who is a user of the Platform (including any Registered User).

1.2. The following rules of interpretation apply in these Terms:

- 1.2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2. Any words following the terms **include, including, in particular, for example** or any similar expression, shall be construed as illustrative only and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. A reference to a person includes a natural person, body corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.4. A reference to a paragraph or Appendix is a reference to a paragraph of or appendix to these Terms.
- 1.2.5. A reference to a payment being made to or from Strettons shall be deemed to include a payment being made to or from (as applicable) any TPPP.

2. ACCEPTANCE OF THESE TERMS AND CONTACTING US

- 2.1.** By using the Platform, you confirm your acceptance to Strettons of these Terms and your agreement to comply with them in full.
- 2.2.** Each of the following shall also apply to your use of the Platform and shall be deemed to be incorporated into these Terms:
 - 2.2.1.** Our privacy policy (see: <https://www.onlineauctions.strettons.co.uk/privacy-policy/>) (**‘Privacy Policy’**), as amended from time to time. By using the Platform, you:
 - 2.2.1.1.** consent to the processing of personal data contemplated by these Terms and our Privacy Policy; and

- 2.2.1.2. warrant that all data which you provide in connection with your use of the Platform will be complete and accurate;
 - 2.2.2. our cookie policy (see: <https://www.onlineauctions.strettons.co.uk/cookie-policy/> as amended from time to time;
 - 2.2.3. our acceptable use policy (see Appendix 1) (**'Acceptable Use Policy'**);
 - 2.2.4. our buyer's guide (see: <https://www.onlineauctions.strettons.co.uk/online-auction-buyers-guide/>); and
 - 2.2.5. the Conditions (if applicable).
- 2.3. We may revise these Terms from time to time. Please periodically check this page so you can take note of any such changes we make, as they will be binding upon you.
- 2.4. Each Registered User warrants and represents to Strettons that they have authority to use the Platform, whether in their own capacity, on behalf of a Representee, or otherwise. Where a Registered User uses the Platform on behalf of a Representee, such Registered User warrants and represents to Strettons that they have authority to bind that Representee to these Terms and to any Sale Contract. In such circumstances, a reference in these Terms to **'Registered User'**, **'you'** and **'your'**, and any other reference to your Account and/or any of your warranties, representations, promises, acts or omissions, are deemed to apply equally to that Representee, who shall be and shall remain responsible and liable for the same as principal obligor under these Terms and, where applicable, any Sale Contract.
- 2.5. If you wish to contact us in relation to any aspect of these Terms or the Platform more generally, then unless you have a complaint (in which case, please see paragraph 16), you may do so in the following manner:
 - 2.5.1. you can call us on 020 7637 4000;
 - 2.5.2. you can email us at auctions@strettons.co.uk; and
 - 2.5.3. you can write to us at Strettons Limited, Waltham House, 11 Kirkdale Road, London, E11 1HP.
- 2.6. If we need to contact you in relation to any aspect of these Terms or the Platform more generally, we will do so via email, text message or by telephone, using the email address, mobile telephone number or other telephone number (as the case may be) which you provide as part of the Account opening process.
- 2.7. Despite our best efforts, we provide no guarantee that notifications (including Bids) or emails sent either to us or by us will not be intercepted by a third party, nor can we guarantee that such notifications or emails sent to us or purportedly sent by us are authentic.

3. ACCESS TO THE PLATFORM

- 3.1. We provide no guarantee that:
 - 3.1.1. access to the Platform, or any Platform content, will be available uninterrupted. We may suspend or change all or any part of the Platform without notice to you. We will not be liable to you if for any reason the Platform becomes unavailable; and
 - 3.1.2. Platform content is appropriate or available in locations other than the United Kingdom.
- 3.2. The Platform is made available to users (including Registered Users) without charge.
- 3.3. You are solely responsible for configuring your computer and other equipment in order to access and use the Platform.

4. ACCOUNT CREATION AND SECURITY

- 4.1. You must create an Account before being able to enjoy most of the Platform functionality, and in particular, submit a Bid. Strettons will review Account applications and will notify applicants accordingly. Accepting or rejecting such applications is at Strettons' sole and absolute discretion.

- 4.2.** In connection with Strettons' own customer due diligence protocols and the requirements of anti-money laundering laws, Registered Users may from time to time be required to upload to the Platform relevant identity documentation and information relating to themselves and any Representee, in each case, as specified on the Platform (and shall always be required to do so if they wish to submit a Bid). Additionally, where the identity of a proposed Buyer is not known to a User prior to an Auction and the User is the successful Bidder, they shall be required to upload to the Platform relevant identity documentation and information as specified on the Platform.
- 4.3.** Strettons shall not be liable to the Bidder or to any third party for any liabilities or losses arising out of Strettons fulfilling, or seeking to fulfil, its regulatory obligations to identify the Bidder under anti-money laundering legislation, or to report to the relevant authority or authorities knowledge or suspicion (or reasonable grounds for knowledge or suspicion) that a criminal offence giving rise to any direct or indirect benefit from criminal conduct has been committed.
- 4.4.** Account usernames and passwords must be treated as confidential and not shared with any other person. If you know or believe that another person knows your username or password, you must promptly contact us.
- 4.5.** We have the right to disable any Account username or password, or suspend or terminate an Account, if you fail to comply with any provision of these Terms.

5. PLATFORM OPERATION AND CONDUCT OF AUCTIONS

- 5.1.** We will discharge our obligations under these Terms with reasonable skill and care. In addition, we shall use commercially reasonable efforts to:
 - 5.1.1.** facilitate the holding of Auctions through the Platform; and
 - 5.1.2.** ensure that Auctions are held at the Start Times referred to in Listings.
- 5.2.** We act as agent for the Seller. As agent, we have express authority to (amongst other things):
 - 5.2.1.** prepare Listings;
 - 5.2.2.** conduct Auctions;
 - 5.2.3.** receive and hold the Deposit for the Seller; and
 - 5.2.4.** sign or execute on their behalf the Sales Memorandum, Sale Contract and/or articles of roup and minute of enactment (as the case may be).
- 5.3.** Our decision on the conduct and outcome of an Auction shall be final.
- 5.4.** Strettons reserves the right (in its sole and absolute discretion) to:
 - 5.4.1.** suspend or cancel an Auction, including in circumstances where there is a failure of internet connectivity, hardware, servers or software. Subject to Seller requirements, Strettons shall use commercially reasonable efforts to reschedule any such Auction; and
 - 5.4.2.** declare the result of an Auction as being null and void for any reason.
- 5.5.** A Property may be withdrawn from an Auction prior to its commencement.
- 5.6.** If Strettons suspends, cancels or reschedules an Auction for any reason, if the result of an Auction is otherwise declared null and void, or if a Property is withdrawn from an Auction prior to its commencement, Strettons shall not be liable for any loss or damage suffered or incurred by any person as a result.

5.7. Registered Users shall at appropriate times receive emails from Strettons of the nature and in the circumstances described below:

Nature of email	Circumstances in which email sent
Legal documents update	This email will be sent out when any legal documents have been uploaded for an Auction.
Outbid notification	This email will be sent out to a Bidder when they have been outbid.
Auction closing soon (under-Bidders)	This email will be sent out to under-Bidders to inform them that the Auction on which they have placed a Bid will be closing soon.
Auction closing soon (watchers)	This email will be sent to watchers of a Listing/Property who have not placed a Bid.
Auction closing soon (current highest Bidder)	This email will be sent out to the current highest Bidder to inform them that the Auction in respect of which they currently have the winning Bid will be closing soon.
Auction ended (unsuccessful Bidders)	This email will be sent to under-Bidders after the Auction has finished.
Auction ended (successful Bidder)	This email will be sent out to the successful winning Bidder after the Auction has ended.
Under-Bidder Reserve not met	This email will be sent out to the under-Bidders if a Property fails to sell at or above its Reserve Price.
Highest Bidder Reserve not met	This email will be sent out to the highest Bidder if a Property fails to sell at or above its Reserve Price.
Watchers Auction result	This email will be sent out after an Auction finishes to everyone who was watching the Listing/Property but who didn't place a Bid to notify them of the result.

5.8. We may update the Platform from time to time. Despite this, please note that some Platform content may from time to time become out of date - we are under no obligation to update this.

5.9. We make no representation, warranty or guarantee that:

- 5.9.1. the Platform, or any Platform content, will be free from errors or omissions;
- 5.9.2. the Platform will be secure or free from bugs or viruses; or
- 5.9.3. the Platform content is complete and accurate, despite making reasonable efforts to update content at appropriate intervals.

6. LISTINGS, GUIDE PRICE AND RESEVE PRICE

6.1. We will use commercially reasonable efforts to make Listings available for viewing on the Platform prior to the commencement of Auctions.

6.2. Listings contain information (including descriptions, dimensions and figures) and images (including photographs and plans) which are provided for illustrative and general guidance purposes only. Strettons accepts no responsibility for, and, to the fullest extent permitted by law, excludes any and all liability for, loss or damage incurred or suffered by any person arising out of or in connection with the completeness or accuracy of the information and/or images contained in a Listing.

6.3. We do not make or give (nor does any person employed or engaged by or on behalf of Strettons have authority to make or give) any representation or warranty as to the condition, quality or fitness for purpose of any Property.

6.4. Strettons recommends to all potential Bidders and Buyers as follows:

- 6.4.1. that they contact the Seller's solicitor (as referred to in the relevant Listing) if they wish to make enquiries of the Seller;

- 6.4.2. that they take (of their own volition) appropriate steps to independently verify the accuracy of the information contained in a Listing;
- 6.4.3. that they physically view and inspect a Property in which they are interested; and
- 6.4.4. that they seek appropriate professional advice (such as legal and financial advice) in relation to a potential purchase of a Property. Nothing published on the Platform shall comprise legal, financial or other advice.
- 6.5. Any Guide Price (which may change at any time up to and including the relevant Auction date) applicable to a Property shall be published as part of the relevant Listing.
- 6.6. The Reserve Price (which may change at any time up to and including the relevant Auction date) shall remain confidential between Strettons and the Seller.

7. VIEWINGS OF PROPERTIES

- 7.1. Strettons shall not be obliged to organise or carry out accompanied viewings of Properties with potential Bidders or Buyers.
- 7.2. Where we provide access for viewings, Strettons shall make keys available to potential Bidders (or persons authorised by the potential Bidders). In such circumstances, Strettons will obtain confirmations from the prospective Bidder (or other authorised person) to whom the keys are made available that they will be returned and that they are made available only to enable inspection of the Property.
- 7.3. Any potential Bidder or Buyer given access to the Property for the purposes of a viewing shall be responsible for and shall indemnify Strettons against all liabilities, losses, costs and expenses suffered or incurred by Strettons arising out of or in connection any damage or loss to the Property resulting from the prospective Bidder or other authorised person being given access to the Property.

8. SECURITY AND DEPOSITS

- 8.1. In advance of the relevant Start Time, we will require security (**'Security'**, which does not in itself, for the avoidance of doubt, constitute a Deposit, but shall be treated in the manner specified in this paragraph 8) from a Registered User in order for them to submit a Bid, which may be in one of the following forms:
 - 8.1.1. a pre-authorisation hold on the debit or credit card account of a Registered User of an amount determined by us in our sole and absolute discretion, but typically of an amount equal to 10% of the Guide Price (subject to a minimum of amount of £5,000 (plus VAT, if applicable) and a maximum of £10,000 (plus VAT, if applicable)), such security provided on the basis that no amount will be taken from the Registered User's account unless they (in their capacity as a Bidder) submit the relevant winning Bid; and
 - 8.1.2. a BACS or CHAPS transfer of an amount determined by us in our sole and absolute discretion, but typically of an amount equal to 10% of the Guide Price (subject to a minimum of amount of £5,000 (plus VAT, if applicable) and a maximum of £10,000 (plus VAT, if applicable)), to Strettons' client account.
- 8.2. Where Security is provided by a Bidder and they are:
 - 8.2.1. unsuccessful in relation to an Auction, Strettons shall (or shall procure that the relevant third party shall) either release the Security or refund the Security to the account from which the payment originated as soon as reasonably possible; or
 - 8.2.2. successful in relation to an Auction, Strettons (or the relevant third party) shall be entitled to charge or hold the full amount of the Security to be used as part-payment of the relevant Deposit, and where the Security exceeds the corresponding Deposit, Strettons (or the relevant third party) shall be entitled to charge or retain (as the case may be) the Deposit amount (with any excess received being refunded to the account from which the payment originated as soon as reasonably possible).

- 8.3.** Within one working day of the end of the Auction, the successful Bidder shall be required to pay to Strettons:
- 8.3.1.** the unpaid balance of the Deposit (if any), in the form of a solicitor's undertaking or by debit or credit card payment or BACS or CHAPS transfer to Strettons' client account; and
 - 8.3.2.** the Fee, by debit or credit card payment or BACS or CHAPS transfer to Strettons' client account.
- 8.4.** Each Deposit held by Strettons is held as stakeholder for the Seller (unless otherwise stated in the relevant Listing).
- 8.5.** We may appoint a TTTP to request, receive and process the Security and/or the Deposit on our behalf. Registered Users agree to the terms of any such TTTP's privacy notice (which sets out the manner in which the TTTP will process your personal data) from time to time in force (a copy of which is available on request).
- 8.6.** All Security and Deposits shall be calculated and paid in pound sterling. Foreign exchange rates shall be as notified by Strettons and all exchange fees shall be borne by the Bidder.

9. AUCTION DURATION

- 9.1.** In relation to an Auction, the corresponding Listing will confirm the anticipated Start Time, the Initial Duration, and (where applicable), the duration of any Extension.
- 9.2.** An Auction shall commence at the Start Time and shall end at the end of the Initial Period, unless Extended under paragraph 9.4.
- 9.3.** The unexpired Duration shall be displayed on the corresponding Listing.
- 9.4.** If a valid Bid is submitted within 30 seconds of the end of the Initial Duration, a 30 second extension shall be added to the Duration ('**Extension**'). If a valid Bid is placed during an Extension, a further Extension shall be added to the Duration. Such process shall continue until no valid Bid is submitted during an Extension.
- 9.5.** If no valid Bid is submitted by the end of the Initial Duration, Strettons may (in its sole and absolute discretion and subject to Seller instructions) extend the Auction Duration by a further period.

10. BIDDING

- 10.1.** **A Registered User may submit a Bid once they have registered via the Platform in relation to the relevant Property and once any relevant Security has been taken or received in accordance with paragraph 8.**
- 10.2.** Once submitted, a Bid may not be retracted. We may (in our sole and absolute discretion) refuse to accept a Bid without providing a reason for doing so.
- 10.3.** Instructions on how to place a bid and Bidding increments shall be published as part of the Listing.
- 10.4.** A Bid will be the winning Bid for the purposes of a particular Auction if:
- 10.4.1.** it is equal to or greater than the Reserve Price; and
 - 10.4.2.** it is the highest unique Bid.
- 10.5.** In the event of identical Bids being submitted by different Bidders, the first Bid received and acknowledged by Strettons (at its sole and absolute determination) will prevail.
- 10.6.** Bidders will be notified of the outcome of an Auction within a reasonable period following the end of the Duration.

11. WINNING BIDDERS/BUYERS

- 11.1.** The winning Bidder shall be personally liable and legally bound to purchase the Property for the Purchase Price immediately following the end of the Duration.
- 11.2.** The winning Bidder irrevocably authorises Strettons (acting by any of its directors from time to time) to sign and execute the following documents on their behalf or, as the case may be, on behalf of the Buyer (in the event that the winning Bidder is acting as agent for a Representee):
- 11.2.1.** the Sales Memorandum, Sale Contract and/or articles of roup and minute of enactment (as the case may be); and
- 11.2.2.** any other agreement or document necessary in order to facilitate the Sale of the Property.
- 11.3.** Any breach by:
- 11.3.1.** a winning Bidder of the preceding provisions of this paragraph 11 may result in Strettons and and/or the Seller having a personal claim against the winning Bidder for breach of contract; and
- 11.3.2.** the Buyer of the Sale Contract shall (in light of paragraph 11.1) result in the winning Bidder becoming personally liable to purchase the Property for the Purchase Price, notwithstanding their capacity as agent, nominee, or otherwise, and the winning Bidder shall indemnify Strettons (and, where the winning Bidder and the Buyer are different people, the winning Bidder and the Buyer shall jointly and severally indemnify Strettons) against all liabilities, losses, costs and expenses suffered or incurred by Strettons arising out of or in connection with the Buyer's breach of the Sale Contract.
- 11.4.** In circumstances where the Buyer is a body corporate, the winning Bidder warrants and represents to Strettons that that the Buyer is properly constituted and has the capacity to and is duly authorised to purchase the Property.
- 11.5.** The Property shall be sold in accordance with the terms of the Sale Contract and, where applicable and indicated or referenced in the relevant Listing and/or Legal Pack, the Conditions.

12. INTELLECTUAL PROPERTY

- 12.1.** We either own, or are the licensee of, the intellectual property rights comprised in the Platform and in Platform content published by us.
- 12.2.** You may for your personal use (but for no other purpose) print off one copy, and download extracts, of pages from the Platform.
- 12.3.** The status of Strettons (and any identified contributors) as the authors of Platform content must always be recognised.
- 12.4.** If, in breach of these Terms, you print off, copy or download any part of the Platform, your right to use the Platform will immediately cease and you must return to us or destroy any copies of the materials you have made.

13. UPLOADING PLATFORM CONTENT

- 13.1.** We are not responsible or liable to any third party for the Platform content uploaded by any user of the Platform (including Registered Users) and views expressed on the Platform by users of the Platform (including Registered Users) do not necessarily represent our views.
- 13.2.** Whenever you upload Platform content or contact Strettons or other users of the Platform (including Registered Users), you must comply with our Acceptable Use Policy. We may remove from the Platform any such content if this does not comply with our Acceptable Use Policy. You agree to indemnify Strettons against all liabilities, losses, costs and expenses suffered or incurred by Strettons arising out of or in connection with any breach of our Acceptable Use Policy.
- 13.3.** You hereby grant to Strettons and to other users of the Platform (including Registered Users) a non-exclusive, limited licence to use, store and copy content which you upload to the Platform and (in relation to Strettons only) to make such content available to third parties, including any TTTP and/or TSP. Identity documentation and information uploaded by Registered Users shall, however (but subject to the other provisions of these Terms), remain confidential.

- 13.4.** We may disclose your identity to any third party who claims that any content uploaded by you to the Platform violates their intellectual property or privacy rights.
- 13.5.** Each user warrants and represents to Strettons that all information and documentation provided to Strettons, the Seller (or their representative) or any other user of the Platform at any time via the Platform or otherwise in relation to an Auction is complete and accurate.

14. LINKING

- 14.1.** Links to third party websites and resources contained on the Platform are provided for information purposes only.
- 14.2.** You may create links to the home page (but no other part) of the Platform, on the basis that:
 - 14.2.1.** you do so in a lawful manner;
 - 14.2.2.** such linking complies with the requirements of our Acceptable Use Policy and does not otherwise damage Strettons' reputation in any way;
 - 14.2.3.** the linking does not suggest any form of association, approval or endorsement on our part where no such association, approval or endorsement exists; and
 - 14.2.4.** we may withdraw linking permission without notice.

15. DATA PROTECTION

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy (see: <https://www.onlineauctions.strettons.co.uk/privacy-policy/>) and it is important that you read that information.

16. COMPLAINTS AND BIDDER DISPUTES

- 16.1.** Strettons has adopted a complaint handling procedure in compliance with the requirements of The Royal Institution of Chartered Surveyors. A copy of this procedure is available on request.
- 16.2.** In summary, we aim to deal with all complaints in an efficient and fair manner. If you do have a complaint, or you are dissatisfied with any aspect of the Platform or the discharging by us of our obligations under these Terms, please contact Andrew Brown, Director of Auctions in the first instance, by one of the following methods:
 - 16.2.1.** by calling on 020 7637 4000;
 - 16.2.2.** by emailing andrew.brown@strettons.co.uk; or
 - 16.2.3.** by writing to Strettons Limited, Waltham House, 11 Kirkdale Road, London, E11 1HP.
- 16.3.** If a dispute arises between Bidders in relation to an Auction, Strettons shall deal with the dispute in such manner as we (in our sole and absolute discretion) deem appropriate.

17. LIMITATION OF LIABILITY

- 17.1.** Nothing contained in these Terms excludes or limits Strettons' liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under English law. The remaining provisions of this paragraph 17 shall be subject to the preceding provisions of this paragraph 17.1.

- 17.2.** To the fullest extent permitted by law, we exclude all representations, warranties, conditions or other terms (express or implied) which apply or may apply to the Platform and the Platform content.
- 17.3.** We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with any use of, or inability to use, the Platform, or any use of, or reliance placed upon, any Platform content.
- 17.4.** Strettons will not be liable for:
- 17.4.1.** any indirect or consequential loss or damage (including loss of profits, loss of revenue, loss of anticipated savings, loss of business and loss of opportunity); or
 - 17.4.2.** any loss or damage caused by any virus or other technologically harmful material that may infect you or your property due to your access or use of the Platform.
- 17.5.** Strettons shall be under no liability to a Bidder or a Buyer in respect of any loss or damage suffered by the Bidder or the Buyer arising as a result of or in connection with Strettons exercising its rights and entitlements under these Terms.
- 17.6.** Strettons' aggregate liability to any user (including any Registered User) and to any Representee in connection with all losses arising under or in connection with these Terms and access and use of the Platform, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £1,000,000.

18. OTHER TERMS

- 18.1.** In the event of any inconsistency or conflict between these Terms the provisions of any of the items described in paragraph 2.2, the provisions of these Terms shall prevail.
- 18.2.** We shall be entitled to delegate the discharging of our obligations under these Terms and appropriate services from time to time by instructing one or more other persons, including any TTTP and TSP.
- 18.3.** VAT is payable on all fees and other sums due to Strettons under these Terms.
- 18.4.** Unless otherwise stated in the relevant Listing, VAT is not payable in respect of any part of the consideration relating to the disposal of a Property, or any rent or other payments due from tenants or other occupiers of the Property.

19. GOVERNING LAW AND JURISDICTION

- 19.1.** These Terms and any disputes or claims arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.
- 19.2.** The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter (including non-contractual disputes or claims), but without prejudice to our right to take proceedings in any other jurisdiction in order to enforce payment of sums from time to time owed to us under these Terms.

APPENDIX - ACCEPTABLE USE POLICY

This acceptable use policy sets out the standards that apply when you use the Platform.

Use of the Platform

You may use the Platform only for lawful purposes. You may **not** use the Platform:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;

- to bully, insult, intimidate or humiliate any person;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Terms;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or
- to knowingly transmit any data, send or upload any material that contains viruses or any other harmful programs or computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Platform in contravention of the provisions of the Terms; and
- not to access without authority, interfere with, damage or disrupt:
 - any part of the Platform;
 - any equipment or network on which the Platform is stored;
 - any software used in the provision of the Platform; or
 - any equipment or network or software owned or used by any third party.

CONTENT STANDARDS

These content standards ('**Content Standards**') apply to any and all material which you contribute to the Platform (a '**Contribution**'), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

Strettons will determine, in its sole and absolute discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions); and
- comply with all applicable laws.

A contribution must **not**:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- bully, insult, intimidate or humiliate;
- promote sexually explicit material;
- include child sexual abuse material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;

- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from Strettons, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act, such as copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- contain any advertising or promote any services or web links to other websites.

BREACH OF THIS POLICY

When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Terms, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Platform;
- immediate, temporary or permanent removal of any Contribution uploaded by you to the Platform;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.