

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **Who we are and how to contact us**

balhamhill-homesforwardsworth.co.uk is a site operated by Stantec UK Limited ("We"). We are registered in England and Wales under company number 01188070 and have our registered office at Buckingham Court Kingsmead Business Park, London Road, High Wycombe, Buckinghamshire, HP11 1JU.

To contact us, please email [dataprivacymanager@bartonwillmore.co.uk](mailto:dataprivacymanager@bartonwillmore.co.uk).

### **By using this Site you accept these terms**

By using this Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use this Site. You are also responsible for ensuring that all persons who access this Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

There are other terms that may apply to you. These terms of use refer to the following additional terms, which also apply to your use of this Site:

Our Website Privacy Policy.

Our Cookies Policy

### **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use this Site, please check these terms to ensure you understand the terms that apply at that time.

### **We may make changes to this Site**

We may update and change this Site from time to time.

### **We may suspend or withdraw this Site**

This Site is made available free of charge. We do not guarantee that this Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of this Site for business and operational reasons.

### **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation.

### **How you may use material on this Site**

We are the owner or the licensee of all intellectual property rights in this Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on this Site must always be acknowledged.

You must not use any part of the content on this Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of this Site in breach of these terms of use, your right to use this Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Do not rely on information on this Site**

The content on this 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 this Site.

Although we make reasonable efforts to update the information on this Site, we make no representations, warranties or guarantees, whether express or implied, that the content on this Site is accurate, complete or up to date.

### **We are not responsible for websites we link to**

Where this Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

### **Our responsibility for loss or damage suffered by you**

#### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

#### **How we may use your personal information**

We will only use your personal information as set out in our Website Privacy and Cookies Policy.

### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that this Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access this Site. You should use your own virus protection software.

You must not misuse this Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Site, the server on which this Site is stored or any server, computer or database connected to this Site. You must not attack this Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing

your identity to them. In the event of such a breach, your right to use this Site will cease immediately.

### **Rules about linking to this Site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to this Site in any website that is not owned by you. This Site must not be framed on any other site, nor may you create a link to any part of this Site other than the home page. We reserve the right to withdraw linking permission without notice.

### **Which country's laws apply to any disputes?**

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction. If you are an individual and benefit from the terms of the Consumer Rights Act 2015 and you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland