

Terms and Conditions

1. Kassam and Co

Kassam and Co's address for communication is by email to info@kassamandco.co.uk or letter to Kassam Boota, Kassam and Co, 12 Grenoside View, Huddersfield, West Yorkshire, HD8 0GT.

2. This Website

Kassam and Co owns the website located at <http://www.kassamandco.co.uk> (the "Website"). By accessing and using the Website you, the user ("you" or "your"), are agreeing 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 Kassam and Co and / or selected third parties. You may retrieve and display Content from the Website on a digital screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk for your personal use (but not on any server or other storage device connected to the network). 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 Kassam and Co.

5.2 The trademarks, service marks and logos used and displayed on this Website ("Trade Marks") are registered or unregistered trademarks of Kassam and Co. Nothing on this Website should be construed as granting, by implication or otherwise, any licence or right to use any Trade Mark without written permission from Kassam and Co. The name of Kassam and Co may not be used in any way, including in advertising or publicity pertaining to distribution of Content without the prior written permission of Kassam and Co.

6. Liability

6.1 The Website and Content is provided "AS IS" and on an "AS AVAILABLE" basis and Kassam and Co 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 Kassam and Co data (in whatever form) are the results of accepted statistical sampling and survey procedures. Kassam and Co does not warrant the accuracy of the data and accepts no liability of any kind to any person in relation to the data including liability for errors or defects in or omissions from the data or any delays in publication of the data.

6.3 In no event will Kassam and Co 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.

6.4 Kassam and Co 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, Kassam and Co for any errors, omissions, or misleading Content on the Website or on any websites to which the Website connects.

6.5 Kassam and Co 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 Kassam and Co Privacy Policy which details what type of personal information Kassam and Co may collect from you when you visit the Website and how Kassam and Co may store and use the information in accordance with the Data Protection Act 1998.

8. Changes to the Terms

Kassam and Co reserve the right, at its discretion, to make changes to any parts of the Website or these Terms. When these Terms are amended, Kassam and Co 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 Kassam and Co, then the latter shall prevail.

12. Events beyond our control

Kassam and Co will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

13. Links

Kassam and Co 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. Lettings Terms

All properties are taken as seen. If you have any reservations you must clarify these prior to handing over a holding deposit. We are unable to enhance the property after you have moved in. The property may be subject to one or all of the following restrictions and this should be confirmed prior to reserving a property: – non-smoking property, no housing benefit, no sharers, no pets.

16. Contact

17. Access

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.

18. Acceptable use

18.1 You may use our Site only for lawful purposes. You may not use our Site in any way that breaches any applicable local, national or international law or regulation or that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

18.2 You also agree not to access without authority, interfere with, damage or disrupt any part of our Site or any equipment or network on which our Site is stored.

19. Property Particulars

19.1 Particulars: Any property particulars are not an offer or contract, nor part of one. You should not rely on statements by us in the particulars or by word of mouth or in writing (“information”) as being factually accurate about the property, its condition or its value. We nor any joint agent has any authority to make any representations about the property, and accordingly any information given is entirely without responsibility on the part of the agents, seller(s) or lessor(s).

19.2 Photos: The photographs show only certain parts of the property as they appeared at the time they were taken. Areas, measurements and distances given are approximate only.

19.3 Regulations: Any reference to alterations to, or use of, any part of the property does not mean that any necessary planning, building regulations or other consent has been obtained. A buyer or lessee must find out by inspection or in other ways that these matters have been properly dealt with and that all information is correct.

19.4 VAT: The VAT position relating to the property may change without notice.

20. Our site changes regularly

We aim to update our Site regularly, and may change the content (including any information relating to properties) at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

Our Liability

20.1. As our Site is provided free of charge, the material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other parties connected to us hereby expressly exclude:

(a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

(b) any and all liability (whether arising in contract, tort or otherwise) for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it.

20.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

21. Information about you and your visits to our site

We process information about you in accordance with our privacy policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

22. Linking to our site

22.1 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, but 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.

22.2 You must not establish a link from any website that is not operated by you.

22.3 Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to

withdraw linking permission without notice. The website from which you are linking must comply in all respects with applicable local, national or international law, regulation and good industry practice.

23. Links from our site

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

24. Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

25. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our Site.

26. Your concerns

If you wish to contact Kassam and Co regarding the Website, these Terms or the Privacy Policy please contact us by email to info@kassamandco.co.uk.

Thank you for visiting our Site.