



WEBSITE TERMS OF USE

Date these terms and conditions were revised: 15 December 2020
[previous revisions 25 April 2013, 1 March 2015– 11 January 2017]

These terms and conditions (together with the documents referred to on it) tell you the terms of use on which you may make use of the website at www.ukala.org.uk ("website"), which is run by UK Association of Letting Agents Limited ('UKALA'), whether you have registered with us on the website or not.

Please read these terms of use carefully before you start to use the website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

About us

UKALA Ltd is a not-for-profit company limited by guarantee (registered in England under number 03401834).

UKALA is a leading membership organisation which represents and supports residential letting agents in the UK. We are committed to act in the best collective interests of our membership and the wider sector.

Please note that all written and oral advice provided in our publications and through our services (including via the telephone helpline) is aimed at those letting, not necessarily renting, residential property, and is given in good faith. We cannot be held responsible or liable for any loss you may suffer which arises from your reliance on such.

Accessing our website

When using our website, you must comply with the provisions of our Terms and Conditions – Acceptable Use Policy (including our Code of Practice) and privacy policy that collectively are the whole agreement between you and UKALA.

Access to parts of our website may be restricted to those who register with us as members. Some of these terms and conditions may therefore only apply if you are a registered member.

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

If you choose, or you are provided with, a user identification code or membership number, security code or password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any code or password, whether chosen by you or allocated by us, at any time. You must notify us immediately of any suspected or actual unauthorised use of your access codes.

Intellectual property rights

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

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reference and you may draw the attention of others within your organisation to material posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

You must not use any part of the materials on our website 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 our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Overseas jurisdictions

We have used reasonable endeavours to ensure that the website complies with UK laws, but cannot ensure that it is appropriate or available for use in every territory outside the UK. Those who visit the website from other territories are responsible for compliance with all applicable laws. If your use of the website is contrary to any applicable law in your jurisdiction, you are not authorised to use the website and must exit immediately.

Reliance on information posted

All content published on our website and in our publications (including in the members area of the website) is published in good faith. However, we do not guarantee that the information contained on our website is accurate, verified or complete. All such content is provided on an “as is” basis, and we disclaim all liability and responsibility arising from any reliance placed on such materials or for any damages resulting therefrom by any visitor to our website (including registered members), or by anyone who may be informed of any of its contents.

Website functionality and accessibility

We do not guarantee that the functions or materials accessible from or contained in the website will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or faults.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the website and is compatible with the website. You are also responsible for implementing sufficient procedures and virus checks to satisfy your requirements.

Our website changes regularly

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

Our liability

In circumstances where you suffer loss or damage arising out of or in connection with the use of the website, we accept no liability for this loss or damage. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.



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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.

Notwithstanding the above, if we are liable to you for any reason, our liability will be limited to £100. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or from our fraudulent misrepresentation as to a fundamental matter.

Information about you

We hold and process information about you which you provide to us or which we collect from you in accordance with our privacy policy. By providing us with such personal information (whether via our website, email or otherwise), you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our website

Contracts for the supply of goods or services formed through our website or as a result of visits made by you are governed by separate terms and conditions available at the point of purchase.

Uploading or posting material to our website

Whenever you make use of any feature that allows you to upload material to our website, such as making comments or embedding videos and documents in blogs, or to make contact with other users of our website, you must comply with the content standards set out in our acceptable use policy and our Code of Practice. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload or post to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. You grant other users of the website a non-exclusive license to view any material you post or upload to the website. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

You accept full liability to any third party for the content or accuracy of any materials posted by you or any other user of our website.

We have the right to remove any material or posting you make on our website if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

Viruses, hacking and other offences

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may 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 any breach of this provision, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

Linking to our website

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.

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

Our website must not be framed on any other website, nor may you create a link to any part of our website 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 the content standards set out in our



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acceptable use policy.

Links from our website

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

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website 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.

Trademarks

UKALA and the accompanying logo and all other UKALA logos or project names are our registered or unregistered trademarks and/or other intellectual property of UKALA or third parties. Except as permitted by virtue of being a registered member as a benefit of membership, you may not copy, use, or reproduce these without our written consent.

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 website.

Your concerns

If you have any concerns about material which appears on our website, please contact. info@ukala.org.uk

Thank you for visiting our website