

ONLINE VALUATION TOOL

TERMS OF USE

What's in these terms?

These terms tell you the rules for using this online valuation tool (the “**tool**”).

Who we are and how to contact us

The tool is provided by Expert Agent (a trading name of Websky Limited) (“**we**”). We are registered in England and Wales under company number 03975262 and have our registered office at The Cooperage, 5 Copper Row, London SE1 2LH.

The website on which the tool appears belongs to the estate agent (the “**agent**”). If you have questions about the tool or the valuations it generates, you should contact the agent using the information available on the agent’s website.

By using the tool, you accept these terms

By using the tool, 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 the tool.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use apply in addition to other terms, which also apply to your use of the tool and the agent’s website. You should also read our privacy policy and the terms of use and privacy policy of the agent’s website.

We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use the tool, please check these terms to make sure you understand the terms that apply at that time.

We may make changes to the tool

We may update and change the tool from time to time to reflect changes to our users’ needs and our business priorities.

We may suspend or withdraw the tool

The tool is made available to you free of charge.

We do not guarantee that the tool will always be available or will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the tool for business and operational reasons.

You are also responsible for ensuring that all persons who access the tool through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The tool is only for users in the UK

Our tool is directed to people residing in the UK. We do not represent that the tool is appropriate for use or available in other locations.

How you may use the tool

We are the owner or licensee of all intellectual property rights in the tool. The tool is protected by copyright laws and treaties around the world. All such rights are reserved.

You may access the tool for your personal use and you may draw the attention of others within your organisation to the tool.

You must not modify any paper or digital copies of the tool that you download in any way and you must not use any illustrations, photographs, video or audio sequences or graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of the tool must always be acknowledged.

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

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

Do not rely on the tool

The tool 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 tool or the valuations it generates.

The tool generates valuations on an open market valuation basis without the benefit of inspection of the property and on the basis that the property is sold or let with vacant possession and without any material defects in structure or title.

Although we make reasonable efforts to update the information used and generated by the tool, we make no representations, warranties or guarantees, whether express or implied, that the tool or the valuations it generates are accurate, complete or up to date.

We are not responsible for the agent's website or any websites we link to

The tool is provided on the agent's website and may include information and materials provided by the agent or other users of the website. This information and these materials have not been verified or approved by us. The views expressed by the agent and other users on the agent's website do not represent our views or values.

Our responsibility for loss or damage suffered by you

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 and for fraud or fraudulent misrepresentation.

We only provide our tool for domestic and private use. You agree not to use the tool for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not guarantee that the tool will be available, and you should not rely on the tool or the valuations it generates. Therefore, we will not be liable to you (whether in contract, tort or otherwise) for any loss or damage you suffer as a result of your use of, or in ability to use, the tool or your reliance on the tool or any valuation it generates.

In any event, our maximum liability to you in connection with your use of the tool is limited to £50.

How the tool will use your personal information

We will only use your personal information as set out in our [privacy statement](#).

Rights you are giving us to use the content you provide

When you provide content as part of your use of the tool, you grant to us, our affiliates and the agent a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display and perform that content for any purpose.

These rights do not affect your rights under privacy laws, as set out in our [privacy statement](#).

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

We do not guarantee that our tool will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the tool. You should use your own virus protection software.

You must not misuse our tool 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 our tool, the server on which our tool is stored, or any server, computer or database connected with our tool. You must not attack our tool 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 breach of this kind to law enforcement authorities and will cooperate with them by disclosing your identity to them. If you breach this provision, your right to use the tool will cease immediately.

Rules about linking to our tool

You may link to the agent's home page, provided you do so in a way that is fair and legal and does not damage either the agent's or 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 by us or the agent where none exists.

You must not establish a link to our site in any website that is not owned by you.

You must not frame our tool on any other site, nor may you create a link to our tool or to any part of the agent's website 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 except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.