

TERMS & CONDITIONS

Last updated: 26 February 2020.

THESE TERMS OF USE APPLY TO ALL USE OF THE WEBSITE. BY CONTINUING TO USE THE WEBSITE YOU ARE INDICATING YOUR ACCEPTANCE OF THEM.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

These terms and conditions of use (together with the various documents referred to in them) set out the terms of use on which you may make use of our website <https://www.uniondevelopments.co.uk/> (the “Website”). Use of the Website includes accessing it, perusing it, or using any of the functionality offered via it.

Please read these terms and conditions of use carefully before you start to use the Website as they represent a binding legal agreement and you will be bound by them. We recommend that you print a copy of these terms for future reference.

By using the Website, you confirm that you accept these terms and conditions of use and that you agree to comply with them.

If you do not agree to these terms and conditions of use, you must not use the Website.

Other Applicable Terms & Policies

The following additional terms also apply to your use of the Website:

Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Our [Cookie Policy](#), which sets out information about the cookies on the Website.

Information about the owner of the Website

The Website is operated by Benny P Limited, 18 Great Portland Street, London W1W 8QP. We are registered in England and Wales under company number OC415814 and have our registered office Royston House, 29 Royston Park Road, Hatch End, Middlesex, England, HA5 4AA. You can contact us by telephoning us at 02074827333 or by writing to us at info@uniondevelopment.co.uk.

Changes to these Terms & Conditions

Please note that we reserve the right to revise or amend these terms at any time to reflect changes to our business or changes in the law. Where these changes are significant we will endeavour to e-mail all of our registered users to make sure that they are informed of such changes.

However, it is your responsibility to check these terms before each use of the Website.

We May Suspend or Withdraw Our Website

Our Website is made available free of charge.

We do not guarantee that our Website, 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 our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

You Must Keep Your Account Details Safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@uniondevelopment.co.uk

Your Responsibilities

When using this Website and our online communications infrastructure including email and any enquiry forms that we may offer users or add in the future on this Website you agree:

- any information you submit is accurate and truthful and you will keep this information accurate and up to date;
- not to impersonate other people, particularly employees and representatives of Downs Road Development or our affiliates;
- not to use obscene or vulgar language;
- not to submit information or content that is unlawful or otherwise objectionable including, but not limited to, content that is defamatory, abusive, offensive, racist, sexist, homophobic, threatening, vulgar, obscene, hateful, content which promotes or incites violence or is otherwise inappropriate or to post comments which will constitute a criminal offence or give rise to civil liability on this Website;
- to refrain from using our Website and online communications systems for unauthorised mass-communication such as “spam” or “junk email”;

- not to use this Website to advertise or offer to sell any goods or services for any commercial purpose, or to promote any surveys, contests or chain letters without the express written permission of Downs Road Development ;
- not to post or make available any material which is protected by copyright, trade mark or other proprietary right on this Website without the express permission of the owner of the copyright, trade mark or any other proprietary right and you will be solely liable for any damages resulting from any infringement of the above. If you believe that any materials on this Website infringe your copyright or trademark, you may request that they be removed. This request must be emailed with your name, address and telephone number along with any supporting information. For copyright or trademark issues relating to this Website, please email: info@uniondevelopment.co.uk;
- not to upload to this Website files that contain viruses or files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorised access to any data or other information in the possession of any third party, and you will be solely responsible for any damages from any claims that may arise because you posted files that caused damage to the operation of another person's software, hardware or telecommunications equipment;
- to evaluate for yourself the accuracy, completeness or usefulness of any opinion, advice or other content on this Website; and
- to only use this Website for lawful purposes.

Intellectual Property

Downs Road Development is the owner and/or the licensee of all intellectual property rights inherent in the Website, and in the material published on it including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software. Unless specifically stated otherwise, nothing in these terms or on the Website shall give effect to any transfer of such intellectual property rights from us to you.

Your sole right to use the intellectual property inherent in the Website is a non-exclusive licence to make use of such content only as is strictly necessary to enable you to access the Website and to peruse its contents.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the 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 content on the Website must always be acknowledged.

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

By posting material on this Website, you grant all other users the right to obtain access to such material and to view, store and reproduce it for personal use.

Do Not Rely On Information On This Website

The content on our Website 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 our Website.

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

Indemnity

You acknowledge that you are responsible for any material that you post on this Website and that if you breach any of these terms and conditions you may be personally liable to any third party that suffers harm as a result.

You agree to indemnify and keep indemnified us, our successors and assigns, our directors, trustees, offices, employees and agents from and against all liabilities, claims, losses, costs, damages and expenses including legal fees which are reasonably incurred by us should you breach any of these terms and conditions.

This indemnity includes your use of the information you read on this Website, together with any introduction or collaboration that you enter into as a result of viewing this Website.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website;
- use of or reliance on any content displayed on the Website;
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Further, you acknowledge that the author of each posting on this Website is responsible for his or her comments. Insofar as the law permits, we shall not be liable for any loss, damage or distress incurred as a result of material posted on this Website.

We are not responsible for the accuracy, veracity or reliability of any opinion, advice or statement made on this Website and such communications shall not be considered to be reviewed, screened, monitored, edited or approved by us.

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

Events Outside our Control

We will not be liable or responsible for any failure to perform, or delay in performance or, any of our obligations under these terms of use that is caused by an Event Outside Our Control (as defined in the paragraph below).

An “Event Outside Our Control” means: any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster, or failure of public or private telecommunications.

If an Event Outside Our Control takes place that affects the performance of our obligations under these terms of use our obligations under these terms of use will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses.

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

You must not misuse the 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. 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 the Website will cease immediately.

Linking to the 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.

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 the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

Third party website links & resources in the Website

Where the Website 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.

We assume no responsibility for the content of websites linked to from the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

If you do link from the Website to other websites, your use thereof will also be subject to those websites' terms and conditions.

Advertising / Sponsorship

Inclusion of any material in advertisements or sponsors' materials on this Website does not constitute any guarantee or endorsement as to the quality or value of any of the products or services advertised or any claims made for the products or services by the manufacturer. Any correspondence or dealings which you may have with advertisers or sponsors promoting themselves on this Website are solely between you and that party. We shall not be responsible or liable for any loss or damage of any kind incurred as a result of any such dealing or as a result of the presence of such advertisers on the Website.

Applicable law

Please note that these terms and conditions of use, and their subject matter are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any disputes. However, 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.

If you are a business, these terms and conditions of use and their subject matter (and any non-contractual disputes or claims) are governed by English law. You and we both agree to the exclusive jurisdiction of the courts of England and Wales.

Contact Us

You can write to us at our registered office at:

18 Great Portland Street , London, W1W 8QP

Alternatively, please email us at info@uniondevelopment.co.uk.