

Shore Thing Properties Ltd.

1 Introduction

1.1

Shore Thing Properties Ltd. (Proper Office, We or Us) owns and/or controls the website at www.properoffice.com and related Proper Office domains (together, the Site). You are a visitor to or a registered user of the Site.

1.2

By accessing the Site you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, please refrain from using the Site.

2 Other applicable Terms

2.1 The following terms also apply to your use of the Site:

(a) Our [Privacy Policy](#) sets out the terms on which we process any personal data we collect from you or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

(b) By using the Site you confirm you accept the terms of these policies.

3 Intellectual property rights

3.1

All copyright, trade marks, design rights, patents and other intellectual property rights in and on the Site are owned by Shore Thing Properties Ltd. or its licensors.

3.2

Reproduction of part or all of the contents of the Site in any form is prohibited other than for personal use or internal business use only and may not be reproduced or shared with a third party. All copyright notices in the original material must be retained. The Site may not be modified, disassembled, decompiled or reverse engineered in any way for any commercial purpose.

3.3

Reproduction for personal and internal business use does not permit incorporation of material or any part of it in any other website, electronic retrieval system, publication or any other work (whether hard copy, electronic or otherwise).

3.4

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

4 Disclaimers and limitation of liability

4.1 Shore Thing Properties Ltd. accepts no liability in respect of:

(a) any of the content of the Site (including any as to the quality, accuracy, completeness or fitness for purpose of any such content and any guidance or other content and information in connection with new business space, property or land). This information on the Site does not constitute advice or recommendation;

(b) any content submitted or uploaded by users of the Site; or

(c) any content of any other website referred to or accessed by hypertext links or otherwise through this website (Third Party Site).

4.2

Nothing in these terms excludes or limits our liability for our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

4.3

Shore Thing Properties Ltd. shall not be liable for any damages, losses, expenses, costs or liabilities (whether direct, indirect or consequential) resulting from the use of, access to, or reliance upon the information contained in or available through the Site.

4.4

Shore Thing Properties Ltd. shall 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 Site or to your downloading of any content on it, or on any website linked to it.

4.5

Shore Thing Properties Ltd. does not warrant that functions, materials and information available on the Site (and/or linked to the Site) will be uninterrupted or error free or that defects will be corrected. Shore Thing Properties Ltd. may suspend, withdraw, discontinue or change all or any part of the Site without notice. Shore Thing Properties Ltd. will not be liable if for any reason the Site is unavailable at any time or for any period.

4.6

You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy particular requirements for the accuracy and security of the data input and output. You are responsible for making all arrangements for you to have access to the Site and any charges associated with such access.

5 Lawful purposes

You may use our Site only for lawful purposes. You may not use our Site:

- (a) In any way that breaches these terms, any applicable local, national or international law or regulation.
- (b) To send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms.
- (c) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (d) To impersonate another person or create a false or misleading identity for the purpose of misleading others as to your identity, or to collect information about other users;
- (e) In any way that interferes with another user's use and enjoyment of the Site or in any other manner that could damage, disable, overburden or impair the Site.

6 Uploading content and contacting other users

6.1

The standards set out in this clause 6.1 apply to your use of a feature that allows you to upload content to our Site and/or where you communicate with another user:

- (a) your content and communications must:
 - (i) Be accurate (where they state facts);
 - (ii) Be genuinely held (where they state opinions);
 - (iii) Comply with applicable local, national or international law or regulation.
- (b) your content and communications must not:
 - (i) Contain any material which is defamatory of any person;
 - (ii) Contain any material which is obscene, offensive, hateful or inflammatory;
 - (iii) Promote sexually explicit material;
 - (iv) Promote violence;
 - (v) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (vi) Infringe any copyright, database right or trade mark of any other person;
 - (vii) Be likely to deceive any person;
 - (viii) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

- (ix) Promote any illegal activity;
- (x) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (xi) Be likely to harass, upset, embarrass, alarm or annoy any other person;
- (xii) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (xiii) Give the impression that they emanate from us, if this is not the case;
- (xiv) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

(c) in addition to (a) and (b) above, where you communicate with other users, you must not:

- (i) lie to or mislead other users;
- (ii) distribute unsolicited or unauthorised advertising or promotional material, or any junk mail, spam, or chain letters;
- (iii) contact other users for non-business related purposes;
- (iv) use personal information about other users, including but not limited to their names, email addresses, and postal addresses, except with their express consent.

(together, the Standards)

6.2

You warrant that your use of a feature that allows you to upload content to our Site and/or communicate with other user complies with the Standards, and you will be liable to us and indemnify us for any breach of that warranty.

6.3

Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.

6.4

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

6.5

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Site.

6.6

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the Standards.

6.7

We are not directly involved in the discussions or transactions between users, and do not provide any assurances that any user will fulfil their obligations to other users. The actions of other users are their own, and we do not support, endorse or join them.

6.8

The views expressed by other users on our Site do not represent our views or values.

6.9

You are solely responsible for securing and backing up your content.

7 Links and other content

7.1

You may link to our Site, 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.

7.2

Links to the Site does not imply that any linked site is authorised to use any of our trade marks, trade names, brands, logos or copyright symbols or those of any of our affiliates or licensors. You must ensure that any links to Site which you create are from websites which comply with the Content Standards set out in Section 5.

7.3

You must not frame any portion or pages of the Site on any other site.

7.4

We reserve the right to withdraw linking permission without notice.

8 General

8.1

These terms are subject to change from time to time without notice so should be checked regularly. Continued use of the Site will be deemed acceptance of the updated or amended terms.

8.2

If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of any other terms and conditions you may be bound by, the provisions of these terms and conditions will prevail.

8.3

These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

9 About us

9.1

www.properoffice.com is owned and operated by Shore Thing Properties Ltd.

9.2

We are registered in England and Wales under company number 05933041.

9.3

Our registered office is at 64 Great Eastern Street, London, EC2A 3QR

9.4

Our VAT number is 912212956