

Digi-Vu.co.uk Terms and Conditions

The terms and conditions are split in to two parts:

Part 1 - Digi-Vu.co.uk Website and Services Terms and Conditions

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It is important that you read these terms and conditions carefully. Terms and definitions included in the terms conditions are listed below:

“Agreement” – This is classed as the terms and conditions

“Site” – The terms and conditions control your use of this website. By using this Site you agree, to the terms and conditions.

“You” or “Your” - In this Agreement you will be referred to as **"you"** or **"your"**.

“we”, “us” or “our” – In this Agreement we will be referred to as Digi-Vu Ltd and associated companies and will also be referred to as “we”, “us” or “our”.

If you are unwilling to accept the terms and conditions contained in this Agreement, you may not use this Site or access or display any of the information made available to you at this Site.

Licence to use this Site

We give you permission to a non-exclusive, non-transferable licence to use www.Digi-Vu.co.uk for your own personal use. This will include displaying any information contained within the site. You will also be allowed to print copies of any information relating to any property or services which are available in the site.

Trade Marks & Intellectual Property Rights

The trademark "Digi-Vu Ltd" and the "Digi-Vu.co.uk" logo shown in this Site are trademarks of Digi-Vu Ltd. Other products, services and organisations listed in this Site may be the trademark or registered trademark of their respective owners. Any goodwill in trademarks appearing in this Site belongs to Digi-Vu Ltd or the relevant owner of the trademark. Nothing in this Site should be taken as conferring by implication, or otherwise any licence or right to use any trade mark displayed on the Digi-Vu Site without the prior written approval of Digi-Vu.co.uk or the owner of the relevant trade mark.

All rights, including copyright, trademarks, names and logos, used in relation to this Site are owned by or controlled for these purposes by us. Nothing in this Agreement confers on you any licence or right under any or our trademarks, names or logos or those of any third party.

Other Websites

There maybe links in Digi-Vu.co.uk Site which may lead to websites not under the control of Digi-Vu.co.uk. Therefore Digi-Vu.co.uk is not responsible for and accepts no liability in the content of any linked site or any link contained in a linked site. You click on any link to any linked sites at your own risk.

You will not be entitled (nor help others) to set up links from their own websites to the Digi-Vu.co.uk site (whether by hypertext linking, deep-linking, framing, tagging or otherwise) without the prior written consent of Digi-Vu.co.uk. It is our decision to withhold consent.

Privacy Policy

Please refer to the Privacy Policy for details of how Digi-Vu.co.uk processes user data.

Registration

If you would like to receive information on properties listed on this Site, you must complete and submit a registration form to us. It is at our discretion, but we may refuse your request to register with us. If we decide to accept your request to register, we will confirm your acceptance by sending you an email which will contain your account ID and information. Each registration is for a single user only. You are not allowed to share your username, password and account information with any other person nor with multiple users on a network.

It is your responsibility that all the information provided by you during registration is accurate and complete.

It is your sole responsibility for all the use of keeping secret any account ID and password that have been given to you or chosen by you for use on this Site. It is your responsibility to notify us immediately of any unauthorised use of your account information or any other breach of security of this Site of which you are aware.

Barring Users From This Site

We reserve the right to bar users from this Site. This could be on a permanent or temporary basis and is at our sole discretion. Any such user will be notified and must not attempt to use this Site under any other name or through any other user.

Usage of the Site

Unless agreed by us in writing, you cannot use this Site, including any information that you extract from this Site, for any commercial purpose or payment.

Unless agreed by us in writing, you cannot copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any information made available on this Site, whether for commercial gain or otherwise;

Unless agreed by us in writing you cannot decode or try to determine the method of representation of any information or service made available on this Site.

Unless agreed by us in writing you cannot remove any proprietary notices, labels or marks from this Site.

Warranty

You acknowledge that by using this Site it may contain bugs, errors and other problems that could cause systems failures. As a result this Site is provided "as is", and there are no warranties of any kind.

The information contained in this Site is for general interest only and is not specific advice. Whilst we try to ensure the information in the Site is accurate, complete and up-to-date we make no warranties or representations that this is the case.

We make no warranty or guarantee that the Site complies with laws other than those of England.

Limitation and Liability.

You use this site at your own risk. We will not be liable to you for any loss or damage of any kind (except personal injury or death resulting from our negligence) including any lost revenue, profit, or data, or for special, indirect, consequential, incidental or punitive damages how ever caused.

You acknowledge that the information available on the site is supplied by third parties which we have no control over. We rely on their information and data to be accurate. You agree that we will not be under any circumstances to be liable to you for any loss or damage at all arising from any inaccuracies, faults or omissions in, or in the provision of the information unless caused by our negligence or willful default.

Nothing in these Terms will be deemed to exclude our liability to you for death or personal injury unless arising from our negligence, or fraudulent misrepresentation.

We do not accept liability for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

We do not accept any liability for loss of your password or account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.

We may put in place processes, procedures and systems from time to time to stop automated programs or software being used to gain unauthorised access to our systems, databases and the main Site. You are not allowed to use automated programs or software for such purposes and any such use or attempted use by you of such automated programs or software is at your own risk.

We will not be liable to you for any consequences following the use or attempted use of automated programs to obtain unauthorised access to our system or this Site.

We do not accept any liability for any loss suffered by you following the use of this Site or reliance on any information provided on it and exclude such liability to the fullest extent

permitted by law.

We will not be liable to you for any indirect, consequential, special or punitive loss, damage, costs and expenses.

We will not be liable to you for loss of profit, loss of business, loss of reputation, depletion of goodwill, or loss of, damage to or corruption of data.

Modification of Terms

We may, at our sole discretion, change any part of this Agreement by posting a new agreement on our Site. It is your responsibility to check if any changes have been made. If you continue to use the Site following any changes it will constitute your acceptance of the changes to such terms.

Modification of this Site

We may, at our sole discretion, terminate, change or suspend any part of our web-site, including any content, features or hours of availability.

Offers

Nothing on this Site will constitute an offer by us to provide to any person any information or any goods or services.

Third Party Rights

Nothing in this Agreement confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.

Severance.

If any part of this Agreement is found to be void or unenforceable, it will be severed from the rest of this Agreement so that it is ineffective. It will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms.

Entire Agreement.

This Agreement is an agreement between you and us. Nothing in this clause shall affect the liability of either party in respect of any misrepresentation which it makes fraudulently.

Notices

If you wish to send us a notice it must be made in writing by using our email address at info@Digi-Vu.co.uk or by sending written correspondence to New Place To Live Limited, 66 High Street, Barwell, Leicestershire, LE9 8DR.

We may send you notice of information to the email address that you provided us during your registration. You may amend this email address on your Personal Details section of this Site from time to time.

Customer Feedback

We are always interested in obtaining customer feedback. Our internal systems are designed to make sure that all customer feedback is dealt with fairly and consistently, and is properly documented. Any suggestions that you make about how we may improve our service is always appreciated. Please write to us at Customer Services, Digi-Vu Ltd, 66 High Street, Barwell, Leicestershire, LE9 8DR, or if you prefer you can email us at info@Digi-Vu.co.uk. You will receive a response from us acknowledging your customer feedback.

Governing Law

This Agreement is made under and will be governed by the laws of England. You and we hereby submit to the non-exclusive jurisdiction of the English Courts.