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The terms of our privacy policy are expressly incorporated into these terms and conditions and by your acceptance of these terms you agree to and acknowledge the terms set out in our privacy policy.

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Whilst we are willing to allow appropriate links to the Website we reserve the right, in our absolute discretion, to prohibit any such link. In any event, any link to the Website must not be misleading or deceptive and must clearly indicate Milton Homes as the destination of the link. Links to this Website other than to the Home Page are only permitted with our express prior agreement.

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Whilst we have taken care in the preparation of the Website, certain technical matters may be beyond our control and we cannot guarantee that you will have uninterrupted or error free access to all of the Website at all times, that defects will be remedied, or that the Website, or the server that makes the Website available, are virus or bug free. Access may be suspended occasionally or restricted to allow for repair or maintenance or for the introduction of new services.

Whilst we endeavour to ensure that this Website is normally available 24 hours a day, we shall not be liable if for any reason this Website is unavailable at any time or for any period. The services provided by the Website are complimentary but we may restrict or block your access to it without prior notice if in our reasonable opinion you are in breach of any of these terms and conditions.

Disability

If you are one of our disabled customers who find that they are unable to make personal use of our Website or any service that we provide then we will try to help you use the service or a similar one by an alternative method.

We continue to take all reasonable steps to make sure that our systems and technology meet the requirements of the Disability Discrimination Act 1995.

Your Responsibilities

You may only use this Website in accordance with these terms and conditions. In particular you agree to use this Website only for lawful and proper purposes and:

- not to post or transmit to or from this Website any material that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive or otherwise unlawful or objectionable;
- not to do, cause or permit anything to be done that may infringe our intellectual property rights or those of third parties;
- not to do, cause or permit anything to be done which infringes the privacy rights of any third party;
- not to do, cause or permit anything to be done that may be technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmless data);
- not to make any unauthorised, false or fraudulent application;
- not to alter or modify any part of this Website.

Security

If you are a financial intermediary acceptable to us you may register for additional services on this Website. You are responsible for maintaining the confidentiality of your registration details including your password and all activities that can be initiated by you. You are not permitted to allow others to use your registration details and password to gain access to this Website. You agree to notify us immediately that you become aware of any unauthorised use of your registration details, password, information that may give access to your account or any other breach of your security.

A BREACH OF THE SECURITY OF THIS WEBSITE MAY DAMAGE OUR BUSINESS AND WE RESERVE OUR RIGHTS AGAINST YOU IN RESPECT OF ANY LOSS, DAMAGE, COST OR EXPENSE THAT WE INCUR AS A RESULT OF ANY PERSON GAINING ACCESS TO THE PARTS OF THE WEBSITE THAT REQUIRE A LOG IN VIA USE OF YOUR PASSWORD BUT ONLY IF YOU ARE RESPONSIBLE FOR THAT PERSON KNOWING YOUR PASSWORD.

It is an offence under section 55 of the Data Protection Act 1998 to access information about any case or Property Plan other than your own through your use of the Website.

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We sometimes provide links to other websites (including those of our contractual partners). If you use links to third party websites on this Website you will leave this Website. We do not control and are not responsible for these websites or their content or availability. Accordingly we do not make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

Exclusion of Liability

We exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect or consequential loss or damages, or any loss of income, profits, goodwill, data, contract, use of money, or loss or damage arising from or connected in anyway to business interruption, and whether in tort (including without limitation negligence) contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

Nothing in these terms and conditions shall exclude or limit our liability for:-

- a) death or personal injury caused by our negligence or the negligence of our employees or agents;
- b) fraud; or
- c) any liability which cannot be excluded or limited under applicable law.

Corporate Information

No information contained in this Website is an invitation to invest in any products or services or to otherwise deal in these or enter into a contract with any company. The information provided should not be relied upon in connection with any investment decision.

Entire Agreement and Changes to these Terms and Conditions

These terms and conditions form the entire agreement between you and us regarding your use of this Website. We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the current terms and conditions because they are binding on you.

Certain designated legal notices or terms that form part of the services or products located on pages of this Website may supersede certain provisions of these terms and conditions.

Severability and Conflict

If any part of these terms and conditions are found to be invalid, unlawful or unenforceable, the offending part shall be amended or extracted from the remaining terms all of which shall remain in full force as permitted by law.

In any conflict between these terms and conditions and those of any other agreement between you and us, then those in the latter shall prevail.

Exclusion of Third Party Rights

The Contracts (Rights of Third Parties Act) 1999 shall not apply to this agreement. This means that no third party shall be entitled to claim any rights or benefits under these terms and conditions.

Jurisdiction

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts.

Milton Homes Limited
Issued: April 2013