

# Terms & Conditions for use of our website

## 1 Terms of Website Use

- 1.1 Allsop is the trading name of Allsop Space Ltd, a limited liability company registered in Ireland with registered number 485113, whose registered office is at St Martins House, Waterloo Road, Dublin 4. A list of directors is available for inspection at this address.
- 1.2 The terms set out here govern the basis on which you may make use of our **website**, whether as a registered user or otherwise. Use of the **website** includes accessing, browsing, or registering to use and also includes use for the purposes of participating in any auction conducted via the **website**.
- 1.3 Please read these terms of use carefully before you start to use our **website**, as these will apply to your use of our **website**. We recommend that you print a copy of this for future reference.
- 1.4 By using our **website**, you will be confirming that you accept these terms of use and that you agree to comply with them.
- 1.5 If you do not agree to these terms of use, you must not use our **website**.

## 2 Other Applicable Terms

- 2.1 These terms of use refer to the following additional terms, which also apply to your use of the website:
  - (a) 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. By using our site, you consent to such processing and you confirm that all data provided by you is accurate.
  - (b) Our **Cookie Policy** which sets out information about the cookies on our site.

## 3 Changes to Terms

- 3.1 We may revise these terms of use at any time by amending the page on which this document appears.
- 3.2 Please check this page from time to time to take notice of any changes we may make, as they are binding on you.

## 4 Changes to Our Website

- 4.1 We may update our **website** from time to time, and may change the content at any time. However, please note that any of the content on our **website** may be out of date at any given time, and we are under no obligation to update it.
- 4.2 We do not guarantee that our **website**, or any content on it, will be free from errors or omissions.

## 5 Accessing Our Site

- 5.1 Our **website** is made available free of charge.
- 5.2 We do not guarantee that our **website**, or any content on it, will always be available or be uninterrupted. Access to our **website** is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our **website** without notice. We will not be liable to you if for any reason our **website** is unavailable at any time or for any period.
- 5.3 You are responsible for making all arrangements necessary for you to have access to our **website**.
- 5.4 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 that they comply with them.

## 6 Your Account and Password

- 6.1 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.
- 6.2 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 your account is blocked please telephone the following number to reactivate it: +353 (0) 1 667 3388. Allsop is under no obligation to reactivate your account.

- 6.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@allsopireland.ie](mailto:info@allsopireland.ie) or +353 (0) 1 667 3388.

## 7 Intellectual Property Rights

- 7.1 We are the owner or the licensee of all intellectual property rights in our **website**, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved and except as specifically detailed below nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of Allsop or any other third party.
- 7.2 You may print off one copy, and may download extracts, of any page(s) from our **website** for your own use (including use in relation to any **auction**) and you may draw the attention of others within your organisation to content posted on our site. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use Allsop website content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any Allsop website content except for your own personal, non-commercial use. Any other use of Allsop website content requires the prior written permission of Allsop.
- 7.3 You may not use any data gathering or data extraction tools, such as robots, on the **website** without our prior written permission.
- 7.4 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.
- 7.5 Our status (and that of any identified contributors) as the authors of content on our **website** must always be acknowledged.
- 7.6 You must not use any part of the content on our **website** for commercial purposes without obtaining a licence to do so from us or our licensors.
- 7.7 If you print off, copy or download any part of our **website** in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 8 No Reliance on Information

- 8.1 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.
- 8.2 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.

## 9 Limitation of Our Liability

- 9.1 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, including, without limitation, indirect or consequential loss or damage, loss of anticipated revenues, loss of business opportunities, loss of goodwill, loss of data or damage to reputation arising under or in connection with:
- (a) use of, or inability to use, our **website** (including any inability to place bids or otherwise participate in any **auction**); or
  - (b) use of or reliance on any content displayed on our **website** (including information relating to lots offered for sale in any **auction**).
  - (c) loss or corruption of any documents, data or other information you upload or otherwise provide via the **website** - you should ensure that you keep your own copies of any such documents, data or other information.

- 9.2 In respect of properties offered for sale or lease via the website, Allsop on its own behalf and on behalf of the vendor/lessor of any property whose agent Allsop is, gives notice that:
- (a) the particulars set out on this website do not constitute in whole or in part an offer or contract for sale or lease;
  - (b) none of the statements contained in the particulars set out on this website as to the property are to be relied on as statements or representations of fact; and
  - (c) the vendor/lessor does not make or give, and neither Allsop nor any of its members or any person in its employment has any authority to make or give, any representation or warranty whatsoever in relation to the property.
- 9.3 The only representations, warranties, undertakings and contractual obligations to be given or undertaken by the vendor/lessor are those contained and expressly referred to in the written contract for sale or agreement for lease between the vendor/lessor and a purchaser or tenant. Prospective purchasers should refer to the Special Conditions, Notices, Auctioneer's pre-sale announcement, Common Auction Conditions, General Conditions and other documents (i.e. the Addendum) which are set out in the relevant sections of the website.
- 9.4 Prospective purchasers or tenants are strongly advised to:
- (a) satisfy themselves as to the correctness of each statement contained in these particulars;
  - (b) inspect the property and the neighbouring area;
  - (c) ensure that any items expressed to be included are available and in working order;
  - (d) arrange a full structural (and where appropriate environmental) survey of the property; and
  - (e) carry out all necessary searches and enquiries.
- 9.5 We will not be liable to you for any failure to comply, or delay in complying, with any obligations which we may be treated as owing to you in relation to use of the **website**, where the failure or delay is caused by circumstances beyond our reasonable control.
- 9.6 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 our site or to your downloading of any content on it, or on any website linked to it.
- 9.7 We assume no responsibility for the content of websites linked on our **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.
- 10 Uploading Content to Our Website
- 10.1 Whenever you make use of a feature that allows you to upload content to our **website**, or to make contact with other users of our site, you must comply with the content standards set out below. The standards apply to any and each part of the content uploaded as well as to its whole.
- 10.2 Uploads must not, amongst other things,:
- (a) Contain any material which is defamatory of any person;
  - (b) Contain any material which is obscene, offensive, hateful or inflammatory;
  - (c) Infringe any copyright, database right or trade mark of any other person;
  - (d) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - (e) Promote any illegal activity;
  - (f) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

- 10.3 You must ensure that any such content does comply with those standards, and you will be liable to us for any loss or damage we suffer as a result of breach of this obligation.
- 10.4 Any content you upload to our **website** will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence (on a royalty free basis) to use, store and copy that content in connection with the purposes for which it was uploaded and (where appropriate, given the content and the relevant purposes for which it was uploaded) to distribute and make it available to third parties.
- 10.5 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 **website** constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.6 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 **website**.
- 10.7 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards.
- 10.8 You may not use any data gathering or data extraction tools, such as robots, on the **website** without our prior written permission.
- 10.9 The views expressed by other users on our **website** do not represent our views or values.

## 11 Viruses

- 11.1 We do not guarantee that our **website** will be secure or free from bugs or viruses.
- 11.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our **website**. You should use your own virus protection software.
- 11.3 You must not misuse our **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 our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our **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 our **website** will cease immediately.

## 12 Linking to Our Site

- 12.1 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.
- 12.2 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.
- 12.3 You must not establish a link to our website in any website that is not owned by you.
- 12.4 Our site must not be framed on any other website, nor may you create a link to any part of our site other than the home page.
- 12.5 We reserve the right to withdraw linking permission without notice.
- 12.6 The website in which you are linking must comply in all respects with the content standards set out in the paragraph 'Uploading Content to Our Website' above.
- 12.7 If you wish to make any use of content on our website other than that set out above, please contact [info@allsopireland.ie](mailto:info@allsopireland.ie)

## 13 Third Party Links and Resources in Our Site

- 13.1 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 13.2 We do not control, investigate, monitor or check such websites, we are not responsible for the computer programs available from, content in or opinions expressed at such websites, and we do not investigate, monitor or check third party websites. We provide such third-party links only as a convenience to visitors of the Site, and the inclusion of a link does not imply approval or endorsement

of the linked site by us. If you decide to leave the **website** and access any third-party site, you do so at your own risk.

14     Suspension and Termination

14.1     If you fail to comply with any of these terms of use, the actions that we may take include the following:

- (a)             Immediate, temporary or permanent withdrawal of your right to use our **website**.
- (b)             Immediate, temporary or permanent removal of any posting or material uploaded by you to our **website**.
- (c)             Issue of a warning to you.
- (d)             Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- (e)             Further legal action against you.
- (f)             Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

15     Severance

15.1     If any provision in these terms is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of these terms not affected by such invalidity or unenforceability shall remain in full force and effect.

16     Waiver

16.1     No delay or failure by Allsop in enforcing any provision in these terms shall be deemed to be a waiver or create a precedent or in any way prejudice Allsop's rights under these terms.

17     Jurisdiction and Governing Law

17.1     These terms and conditions shall be governed by and construed in accordance with the laws of Ireland. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Ireland.

18     Contact Us

If you have any questions about these terms please contact us:

Allsop

St Martin's House

Waterloo Road

Dublin 4

Ireland

T +353 (0)1 667 3388