



Website Terms of Use

GENERAL

1. The owner and operator of this website ("the Site") is Stirlin Developments Limited. Homes by Stirlin is a trade name of the Owner. Our development at Lodge Lane, Nettleham, is brought to you by our strategic partner, Lodge Lane Developments Limited. For the purposes of these terms, Stirlin Developments Limited and Lodge Lane Developments Limited are together (jointly and severally) known as "the Owner".
2. Your use of the Site is subject to these Terms of Use ("the Terms"). By using the Site, you will be deemed to have accepted and agreed to be bound by the Terms.
3. The Owner may make changes to the Terms from time to time. You will be notified of such changes by the Owner posting the revised version of the Terms on the Site. Your use of the Site following changes to the Terms will constitute your acceptance of those changes.
4. The Owner uses cookies on this site to collect limited information about you. By using this Site, you consent to use of cookies for this purpose. For more information, see the Privacy and Cookies page.

USE OF THE SITE

5. You are responsible for all access to the Site using your internet connection, even if the access is by another person.
6. The Owner reserves the right to restrict or prohibit your access to the Site or part of it at any time without notice.
7. The Owner will use reasonable efforts to ensure that the Site is available at reasonable times, but does not guarantee that it will be, nor can the Owner guarantee that any part of the Site is error or virus free.
8. You warrant that you are over the age of 18 or you have your parent or legal guardian's permission to use the Site.

INTELLECTUAL PROPERTY

9. The intellectual property rights in the Site and all of the text, pictures, literature, products, graphics and other content made available on or through it ("the Content") are owned by the Owner exclusively. You may not print, copy, reproduce, sell, develop or exploit any or part of the Content, without the Owner's express prior permission.

LIMITATION OF LIABILITY

10. Nothing in the Terms is intended to exclude or limit any liability that may not by law be excluded or limited. Subject to the aforesaid, to the maximum extent permitted by law, we expressly exclude:
 - (a) all conditions, warranties and other terms that might otherwise be implied by law or fact into these Terms; and

(b) any and all liability to you (whether direct, consequential or otherwise), whether arising under these Terms or otherwise in connection with your use of the Site or the information, including the Contents, it contains.

11. The Site may provide links to other websites and online resources. The Owner is not responsible for and does not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.

ACCURACY OF INFORMATION

12. The Owner has taken reasonable care in the preparation of the contents of the Site and intends that the information is accurate at the time it is uploaded. However, such information can be subject to change and therefore the Owner does not warrant its accuracy. Particulars are for illustration only. Individual features may vary from time to time. Consequently, particulars should be treated as general guidance only and do not constitute a contract, part of a contract, or a warranty. You should take appropriate steps to verify any information upon which you wish to rely. To find out more about a development, we advise that you visit the site sales office during opening hours and speak to one of our sales advisers.

13. More particularly:

(a) Computer generated images and site plans are intended for illustrative purposes only and should be treated as general guidance only

(b) The layout including parking arrangements, social/affordable housing, and public open spaces may change to reflect changes in the planning permission for the development, and for other reasons.

(c) Floor plans are intended to give a general indication of the proposed floor layout only. The dimensions are accurate to within an accuracy of approximately 100mm. Dimensions should not be used for carpet or flooring sizes, appliance spaces or items of furniture. Drainage, heating and electrical layouts may vary.

(d) The specification is the anticipated specification but may be subject to change as necessary and without notice. Any photographs or computer generated images are indicative of the quality and style of the specification and may not represent the actual fittings and furnishings at the development. Images may include optional upgrades at additional cost.

(e) Any photography/computer generated images of views and are provided as a guide only.

(f) Development names are marketing names only and may not be the designated postal address, which may be outside of our control.

(g) Site plans, dimensions, specifications and other related matters are not intended to form part of any contract or warranty unless specifically incorporated in writing into the contract

RULES OF THE SITE

14. Your permission to use the Site is personal to you and non-transferable, and you may not use the Site for commercial purposes. Your use of the Site is conditional on your compliance with the following rules, in particular, you will not:

(a) use the Site for any fraudulent or unlawful purpose or for commercial gain (by, for example, posing as a customer);

(b) interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations

of such networks;

(c) transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;

(d) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site or Content;

(e) modify, adapt, translate, reverse engineer, decompile, copy or disassemble any portion of the Site;

15. The Owner reserves the right to revoke these exceptions either generally or in specific instances.

INDEMNITY

16. You agree to indemnify and keep indemnified (on a full indemnity basis) and hold harmless the Owner against claims, liability, damage, loss or costs arising out of your breach of the Terms or your use of the Site.

OTHER TERMS

17. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

18. No person who is not a party to this contract has any rights to enforce it under the Contracts (Rights of Third Parties) Act 1999.

19. The Terms set out the whole of our agreement relating to your use of the Site and the supply of the products to you. Save for fraud or fraudulent misrepresentation, the Owner shall have no liability for any such representation being untrue or misleading.

20. The Terms (and the Owner's policy on privacy and cookies) shall be construed in accordance with and governed by English Law and you submit to the exclusive jurisdiction of the English courts.