

## **Terms of Business**

### **Disclaimer**

Charterhouse (Cheltenham) Ltd known as Charterhouse, takes all reasonable care to ensure that the information contained on this website is accurate, however, we cannot guarantee its accuracy and we reserve the right to change the information on this website (including these terms and conditions) at any time. You must therefore check these terms and conditions for any such changes each time you visit this website.

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### **Law**

The user confirms that the terms and conditions and use of this website shall be governed by the laws of England and Wales and that any and all disputes arising therefrom shall be subject to the exclusive jurisdiction of the English courts.

### **Anti-Money Laundering**

Charterhouse is committed to operating its business in a transparent and open manner consistent with our legal and regulatory obligations. We are aware that the real estate industry is a target for organised criminals seeking to launder the proceeds of criminal activity. We always seek to prevent this activity by cooperating fully with the authorities and reporting suspicious activity to National Crime Agency.

As part of this commitment we adopt a strict compliance of all applicable Anti Money Laundering rules, with specific emphasis on the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007, the Bribery Act 2010 and the Terrorism Act 2000.

Charterhouse policy commitment is applicable to all our customers, including sellers, buyers, landlords and tenants. As a result we obtain and hold for a period of at least five years evidence pertaining to our customers' identity and, where appropriate, we obtain proof of ownership of property and source/ destination of funds. We will be unable to proceed with any work on behalf of our customers if we are unable to obtain this information. Customers' identity will be subject to an electronic identity check, which may also include a credit check.

Charterhouse is registered and supervised by HM Revenue & Customs for compliance with the Money Laundering Regulations 2007.

## **Data Protection Act 1998**

Charterhouse respect and value the security and privacy of those of its contacts. Charterhouse follows strict security procedures in the storage and disclosure of personal information in order to prevent unauthorised access. Personal Data is held on our contacts and administration databases either because of work we have undertaken or are currently engaged in, or because we believe that clients may be interested in receiving material from us about our business and services. As such we hold client contact details and the history of our client relationship. This allows us to manage our client relationships effectively and target items of interest so that you do not receive unwanted material through the post.

In accordance with your rights under the Act, you may request the amendment of the personal information held or to cease receiving direct marketing materials. Charterhouse does not sell, rent or deal in the personal information we hold. Information may, in the ordinary course of business, move between Charterhouse, its associated companies and to our contractors, which may involve the transfer of data outside the European Economic Area.

## **Indemnity**

You acknowledge that you are solely responsible for the use to which you put this website and all the results and information you obtain from it and that all warranties, conditions, undertakings, representations and terms whether expressed or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law.

Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, we and all contributors to this website hereby disclaim to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in tort, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use this website.

Whilst we take every care to ensure that the standard of this website remains high and to maintain the continuity of it, we do not accept any ongoing obligation or responsibility to operate this website (or any particular part of it).

If any part of our terms and conditions is deemed to be 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.

These terms and conditions and your use of this website are governed exclusively by English law.

This does not affect your statutory rights as a consumer.