

1 About our terms and conditions

- 1.1 These terms of use explain how you may use this website (the Site).
- 1.2 References in these terms to the Site includes the following website: www.realbond.co.uk, and all associated web pages.
- 1.3 You should read these terms and conditions carefully before using the Site.
- 1.4 By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these terms and conditions and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact mail@realestateassociates.co.uk.

1.7 Definitions

'Content'

means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

'Website acceptable use policy'

means the policy in Schedule 1 below, which governs your permitted use of the Site;

'Website cookie policy'

means the policy in Schedule 2 below, which governs how we use cookies in the Site;

'Website privacy policy'

means the policy in Schedule 3 below, which governs how we process any personal data collected from you;

'Website terms and conditions of supply'

means the terms and conditions in Schedule 4 below, which will apply to you downloading information using the Site;

'We, us or our'

means Real Estate Associates (GP) plc, company registration number 04862610 and whose registered office is at 130 Western Avenue, Buckingham MK18 1LS;

'You or your'

means the person accessing or using the Site or its Content.

- 1.8 Your use of the Site means that you must also comply with the Site acceptable use policy, our Privacy policy, our Cookie policy and the Site terms and conditions of supply.

2 Using the Site

- 2.1 The Site is for your use only.
- 2.2 You agree that you are solely responsible for:
 - 2.2.1 all costs and expenses you may incur in relation to your use of the Site; and
 - 2.2.2 keeping your password and other account details confidential.
- 2.3 The Site is intended for use only by those who can access it from within the UK. We may accept enquiries from locations outside the UK although this may depend on certain regulations, legal and other practical restrictions. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local regulations and laws where they are applicable.
- 2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at mail@realestateassociates.co.uk.
- 2.5 We may prevent or suspend your access to the Site if you do not comply with any part of these Website terms and conditions, any terms or policies to which they refer or any applicable law.

3 Ownership, use and intellectual property rights

- 3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these terms and conditions. This means, for example, that we remain owners of them and free to use them as we see fit.
- 3.2 Nothing in these terms and conditions grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any regulatory restrictions, digital rights or other security technology embedded or contained within the Site.
- 3.3 Trade marks: 'Real Estate Associates' is our trademark. Other trade marks and trade names may also be used on this Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

4 Submitting information to the Site

While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential.

5 Accuracy of information and availability of the Site

5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

5.2 We may suspend or terminate operation of the Site at any time as we see fit.

5.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

5.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

6 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

7 Limitation on our liability

7.1 Except for:

7.1.1 death or personal injury caused by our negligent acts or omissions (or those of any of our employees or agents);

7.1.2 fraud or fraudulent misrepresentation;

7.1.3 breach of any of the provisions implied into these terms and conditions under the Sale of Goods Act 1979 (or any other law);

we will only be liable for any loss or damage that is a reasonably foreseeable consequence of a breach of these terms and conditions. Losses are foreseeable where they could be contemplated by you and us at the time these terms and conditions are entered into. We are not responsible for indirect losses that happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

8 Events beyond our control

We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

9 Rights of third parties

No one other than a party to these terms and conditions has any right to enforce any of these terms and conditions.

10 Variation

These terms are dated 25th May 2016. No changes to these terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these terms and conditions from time to time. Our new terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these terms and conditions from time to time to verify such variations.

11 Disputes

We will try to resolve any disputes quickly and efficiently. If you are unhappy with the way we deal with any dispute and you want to take court proceedings, the relevant courts of the UK will have exclusive jurisdiction in relation to the Terms. Relevant UK law will apply to these Terms.

Schedule 1: Website Acceptable Use Policy

You may use the Site only for lawful purposes. You may not use the Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or
- to knowingly transmit any data, send or upload any material that contains viruses or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our terms of use; and
- not to access without authority, interfere with, damage or disrupt any part of the Site nor any equipment or network on which the Site is stored nor any software used in the provision of the Site.

Schedule 2: Website Cookie Policy

The Site uses cookies. By using the Site and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

We may use persistent cookies (stored by a web browser and remaining valid until its set expiry date, unless deleted by the user before the expiry date) or session cookies (expiring at the end of the user session, when the web browser is closed) on the Site.

We may use cookies on the Site to recognise a computer when a user visits the Site; track users as they navigate the Site; improve the Site's usability; analyse the use of the Site; administer the Site; prevent fraud and improve the security of the Site; personalise the Site for each user; and target advertisements which may be of particular interest to specific users.

Most browsers allow you to refuse to accept cookies. If you block cookies, you will not be able to use all the features on the Site.

You can delete cookies already stored on your computer. If you delete cookies, you will not be able to use all the features on the Site and you may need to re-register for access to certain parts of the Site.

Schedule 3: Website Privacy Policy

1. Introduction

We are committed to safeguarding the privacy of visitors to the Site; in this policy we explain how we will treat your personal information.

2. Collecting personal information

2.1 We may collect, store and use the following kinds of personal information:

- information about your computer and about your visits to and use of the Site (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths;
- information that you provide to us when registering with the Site;
- information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters;
- information that you provide to us when using the services on the Site, or that is generated in the course of the use of those services;
- information relating to any downloads you make from the Site;
- information contained in or relating to any communications that you send to us or send through the Site; and
- any other personal information that you choose to send to us.

2.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

3. Using your personal information

3.1 Personal information submitted to us through the Site will be used for the purposes specified in this policy or on the relevant pages of the website.

3.2 We may use your personal information to:

- administer the Site and business;
- personalise the Site for you;
- enable your use of the services available on the Site;
- send statements, invoices, tax certificates, and investment updates to you;
- send you commercial communications;
- send you email notifications that you have specifically requested;
- send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
- send you marketing communications relating to our business or the businesses of third parties whose investment products we choose to show on the Site which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);

provide third parties whose investment products we choose to show on the Site with details of your interest enabling them to contact you direct (but we will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing); and

verify compliance with the terms and conditions governing the use of the Site.

4. Disclosing personal information

4.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.

4.2 We may disclose your personal information to any member of our group of companies insofar as reasonably necessary for the purposes set out in this policy.

4.3 We may disclose your personal information:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any ongoing or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and
- (d) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

4.4 Except as provided in this policy, we will not provide your personal information to third parties.

5. Retaining personal information

5.1 This Section sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

5.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

5.4 Notwithstanding the other provisions of this Section, we will retain documents (including electronic documents) containing personal data:

- (a) to the extent that we are required to do so by law;
- (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

6. Security of your personal information

6.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

6.2 We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

6.3 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

6.4 You are responsible for keeping the password you use for accessing the Site confidential; we will not ask you for your password (except when you log in to the Site).

7. Amendments

7.1 We may update this policy from time to time by publishing a new version on the Site.

- 7.2 You should check this page occasionally to ensure you are happy with any changes to this policy.
- 7.3 We may notify you of changes to this policy by email.
8. Your rights
- 8.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
- (a) the payment of a fee (currently fixed at £10); and
 - (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).
- 8.2 We may withhold personal information that you request to the extent permitted by law.
- 8.3 You may instruct us at any time not to process your personal information for marketing purposes.
- 8.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

Schedule 4: Website Terms and Conditions of Supply

1. In respect of the Content supplied to you by the Site you must not:
- (a) republish material from the Site (including republication on another website);
 - (b) sell, rent or sub-license material from the Site;
 - (c) show any material from the Site in public;
 - (d) exploit material from the Site for a commercial purpose; or
 - (e) redistribute material from the Site.

2. Limited warranties

We do not warrant or represent:

- (a) the completeness or accuracy of the information published on the Site;
- (b) that the material on the Site is up to date; or
- (c) that the Site or any service on the Site will remain available.

We reserve the right to discontinue or alter any or all of the Site services, and to stop publishing the Site, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Site services, or if we stop publishing the Site.

To the maximum extent permitted by applicable law and subject to Section 3, we exclude all representations and warranties relating to the subject matter of these terms and conditions, the Site and the use of the Site.

3. Limitations and exclusions of liability

Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

Subject to Section 3 (a) to (d) above, the limitations and exclusions of liability set out in this Section 3 and elsewhere in these terms and conditions govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Site or these terms and conditions.