

This agreement applies as between you, the User of this Web Site and Oryx Real Estate Partners UK Limited (“Oryx”, “we” or “us”), the owner of this Web Site. We are registered in England and Wales with company number 11986792 and our registered address is at 22 Woodstock Street, London, England, W1C 2AR.

By using our Web Site you agree to comply with and be bound by these Terms of Use

If you do not agree to these Terms of Use, you should stop using the Web Site immediately.

1. Definitions and Interpretation

In these Terms of Use the following terms shall have the following meanings:

Content

means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

Services

means collectively any online facilities, tools, online communication infrastructure, or information that Oryx makes available through the Web Site either now or in the future;

User / Users

means any third party that accesses the Web Site and is not employed by Oryx and acting in the course of their employment; and

Web Site

means the website that you are currently using and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. Changes to these Terms of Use

We amend these Terms of Use from time to time and your use of the website after any such change is your acceptance of them. Every time you wish to use our Web Site, please check these Terms of Use to ensure you understand the terms that apply at that time. These terms were most recently updated on 12 October 2020.

In the event of any conflict between these Terms of Use and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

3. Availability of our Website

The Services and our Web Site are made available free of charge. We may update and change our Web Site from time to time to reflect changes to our Services.

We do not represent, warrant or guarantee that our Web Site, the Services or any Content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Web Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

We accept no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war, cyber events or legal restrictions and censorship.

4. Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Web Site, and in the Content published on it. Those works are protected by copyright laws and treaties around the world. By continuing to use the Web Site you acknowledge that such material is protected by applicable law. All such rights are reserved.

You may print off a copy, and may download extracts, of any page(s) from our Web Site for your personal use and you may draw the attention of others within your organisation to Content posted on our Web Site.

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.

Our status (and that of any identified contributors) as the authors of Content on our Web Site must always be acknowledged.

You must not use any part of the Content on our Web Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you use our intellectual property in breach of these Terms of Use, your right to use our Web Site will cease immediately and without prejudice to our other rights and remedies you must, at our option, return or destroy any copies of the materials you have made.

5. Links to our Web Site

You may link to our Web Site home page (<https://oryxrep.com>) without our prior permission, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site.

You must not create a link to any part of our site other than the home page (i.e. deep linking) without our prior written permission. To find out more, please contact us by email at info@oryxrep.com.

We reserve the right to withdraw linking permission without notice.

6. Links to third-party Web Sites

This Web Site may contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those sites or resources. Oryx assumes no responsibility for the content of such sites or resources and we disclaim any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

7. Disclaimers

The Content on our Web Site 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 site.

Although we make reasonable efforts to update the information on our Web Site, we make no representations, warranties or guarantees, whether express or implied, that the Content on our Web Site is accurate, complete or up to date.

8. Bugs and Viruses

We do not guarantee that our Web Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Web Site. You should use your own virus protection software.

You must not misuse our Web Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Web Site, the server on which our Web Site is stored or any server, computer or database connected to our Web Site. You must not attack our Web Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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, without prejudice to our other rights and remedies your right to use our Web Site will cease immediately.

9. Limitation of Liability

If you are a business User, Oryx exclude all implied conditions, warranties, representations or any other terms that may apply to our Web Site or any Content on it. To the maximum extent permitted by law, Oryx accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. In particular, Oryx does not accept any liability for loss of profits, sales, business or revenue, business interruption, loss of anticipated savings, loss of business opportunity goodwill or reputation; or any indirect loss or damages. Users should be aware that they use the Web Site and its Content at their own risk.

If you are a consumer User, Oryx only provide this Web Site for domestic and private use. By using our Web Site you agree not to use it for any commercial or business purposes and to the maximum extent permitted by law, Oryx will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Whether you are a consumer or business User, our maximum liability, howsoever arising, in contract, tort (including negligence) or otherwise, shall not exceed £50 save that nothing in these terms and conditions excludes or restricts Oryx's where it would be unlawful to do so, including liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our contract with you.

10. Privacy

We process your personal information gathered through this Web Site in accordance with the terms of our Privacy Policy.

11. Transfer of Rights

We may transfer our rights and obligations under these Terms of Use to another organisation. We will always tell you in writing if this happens and we will take reasonable steps to ensure that the transfer will not affect your rights under these Terms of Use.

12. Severance

In the event that any term or part-term of these Terms of Use are found to be unlawful, invalid or otherwise unenforceable, that term or part-term shall be deemed deleted from these Terms of Use and shall not affect the validity and enforceability of the remaining Terms of Use. This term shall apply only within jurisdictions where a particular term is illegal.

13. Law and Jurisdiction

These Terms of Use, their subject matter and their formation, and any disputes arising under or in connection to it shall be governed by and construed in accordance with the law of England and Wales. You agree to submit to the exclusive jurisdiction of the Courts of England