



Privacy Policy - Instant Online Property Valuation Service

BACKGROUND:

We understand that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of everyone who uses this website (the "Site"), and Our property valuation Service (the "Service") and will only collect and use personal data in ways that are described here, and in a way that is consistent with Our obligations and your rights under the law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of this Privacy Policy is deemed to occur upon your first use of the Site and the Service and you are required to read and accept this Privacy Policy when entering your details in order to obtain an Instant Online Valuation. If you do not accept and agree with this Privacy Policy, you must stop using the Site and the Service immediately.

1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

"Online Valuation" means an Instant On Line Estimated Property Valuation.

"Cookie" means a small text file placed on your computer or device by the Site when you visit certain parts of the Site and/or when you use certain features of the Site. Details of the Cookies used by the Site are set out in Part 14, below; and

"Cookie Law" means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003;

2. Information About Us

Our details may be found on Our contact details within Our website

3. What Does This Policy Cover?

This Privacy Policy applies only to your use of The Instant On Line Property Valuation on the Site. The Site may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

4. What is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

5. What Are My Rights?

Under the GDPR, you have the following rights, which by your use of the On Line Valuation will always work to uphold:

- a) The right to be informed about collection and use of your personal data. This Privacy Policy should tell you everything you need to know, but you can always contact us using the contact details on Our website to find out more or to ask any questions using the details in Part 15.
- b) The right to access the personal data held about you. Part 13 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held is inaccurate or incomplete. Please contact us using the details in Part 15 to find out more.
- d) The right to be forgotten, i.e. the right to ask to delete or otherwise dispose of any of your personal data that is held. Please make contact using the details in Part 15 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask for a copy of that personal data to re-use with another Service or business in many cases.
- h) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.



i) For more information about the use of your personal data or exercising your rights as outlined above, please make contact using the details provided in Part 15.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

6. What Data Do We Collect?

Depending upon your use of the Service and the Site, we may collect some or all of the following personal and non-personal data (please also see Part 14 on the use of Cookies and similar technologies.

- Name;
- Address and relevant details of the Property to be valued in order to complete the estimated valuation
- Email address;
- Telephone number;
- IP address;

7. How Do You Use My Personal Data?

Under the GDPR, we must always have a lawful basis for using personal data. This is because the data is necessary for performance of the Service and Our legitimate business interests to use it. Your personal data will be used for the following purposes:

- Personalising and tailoring your experience of the Service.
- Personalising and tailoring Our Services for you.
- Communicating with you. This may include responding to emails or calls from you.
- Supplying you with information by email that you have opted-in to (you may unsubscribe or opt-out at any time by using the unsubscribe link on Our emails.

We may contact you by email or telephone regarding your Instant Online Valuation to provide you with a professional valuation of the property.



In some cases if we do not cover the postcode area of the property valuation then your details may be passed to another Estate Agent if you have consented to this. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with the obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out.

8. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason for which it was first collected. Your personal data will therefore be kept for 3 years after the date of the last online property valuation using this Service unless further services have been taken or other communications have been requested. In which case the Privacy Policy associated with this service or communication will supersede this one.

9. How and Where Do You Store or Transfer My Personal Data?

We will only store or transfer your personal data within the European Economic Area (the "EEA"). The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein. This means that your personal data will be fully protected under the GDPR.

In carrying out our business including our obligations to you, we may use sub-contractors. These will be [providers of CRM and business administration systems]. We will ensure that they respect your privacy and abide by all data protection laws.

10. Do You Share My Personal Data?

We may share your personal data with other branches in Our group for the purpose of providing the Service.

If any of your personal data is required by a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, and Our obligations, and the third party's obligations under the law, as described above in Part 9.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

11. How Can I Control My Personal Data?

11.1 In addition to your rights under the GDPR, set out in Part 5, when you submit personal data via the Service on Our Site, you may be given options to restrict use of your personal data. In particular, we aim to give you strong controls on use of your data for direct marketing purposes (including the ability to opt-out of receiving emails which you may do by unsubscribing using the links provided in Our emails.

11.2 You may also wish to sign up to one or more of the preference Services operating in the UK: The Telephone Preference Service ("the TPS"), the Corporate Telephone Preference Service ("the CTPS"), and the Mailing Preference Service ("the MPS"). These may help to prevent you receiving unsolicited marketing. Please note, however, that these Services will not prevent you from receiving marketing communications that you have consented to receiving.

12. Can I Withhold Information?

You may access certain areas of the Site without providing any personal data at all. However, to use all features and functions available for the Service on Our Site you may be required to submit or allow for the collection of certain data.

You may restrict use of Cookies. For more information, see Part 14.

13. How Can I Access My Personal Data?

If you want to know what personal data is held about you, you can ask for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 15.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover administrative costs in responding.

We aim to respond to your subject access request within one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date of receipt of your request. You will be kept fully informed of the progress.



We reserve the right to request proof of identity if we have any doubts about the identity of the person making the request.

14. How Do You Use Cookies?

When using the Service Our Site may place and access certain first-party Cookies on your computer or device. First-party Cookies are those placed directly by us and are used only by us. We use Cookies to facilitate and improve your experience of the Service and Site and to provide and improve Our Services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

All Cookies used by and on Our Site are used in accordance with current Cookie Law.

For more information on Cookies please see our Cookie Policy. (Ensure this links to our cookie policy) In addition to the controls that we provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third-party Cookies. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.

It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

15. How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the contact details held on Our main website, with the subject being "Privacy Policy Enquiry" or "Subject Access Request" as applicable.

16. Changes to this Privacy Policy

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change Our business in a way that affects personal data protection.



Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

Terms & Conditions - For use of the Online Instant Valuation on our Website

What these terms cover

We believe that we have a legitimate interest in processing the personal data which you have supplied to enable us to give you an estimated online valuation.

By requesting this information you understand that you will be contacted by us to discuss your enquiry.

These are the general Terms and Conditions on which we supply an online instant automated property valuation service via our website ("Service). Please read them carefully. Your use of the " Service" will be subject to these Terms and Conditions. If you have any questions or comments with regard to these Terms and Conditions please contact us either by email or phone via the contact details supplied on our website.

We may change these Terms and Conditions from time to time. You should read the Terms and Conditions each time you use our Site and Service, ensuring you are aware of the most current changes made to them.

Important liability statement

Whilst we will do our best (that is to use reasonable care and skill) in providing the property valuations, the property valuations provided on this Site are estimates only and you must only use them on that basis and only for personal (non-business) use. The Service works on the basis of analysing property prices for equivalent properties in the area. The equivalent properties may differ in a number of ways which are not taken into account, such as standard of construction and general condition or to specific location. Also, the valuations are by their nature subjective and based on market forces at the time (and markets can change for various reasons).

The valuations are not provided to be relied on for property sale, purchase, mortgage or related purposes. We therefore strongly recommend that you seek a professional valuation from a suitably qualified surveyor or other suitably qualified professional before making any decision whether to buy, sell, let or rent a property, and that you seek advice from a suitably qualified estate agent before determining the market sale price of any property you wish to sell.

The valuations are provided for your use only and you may not encourage or allow any other person to rely on them. We shall not be liable for any losses you or anyone else suffers as a

result of relying on the valuations. This includes not being liable for any loss of profit, loss of bargain, loss of capital through over-payment or under-sale or for any indirect, special or consequential loss. We cannot and do not guarantee that the Service will be constantly available or error-free. Also, our liability to you is limited to £100.

WE DO NOT EXCLUDE OR LIMIT OUR LIABILITY FOR ANYTHING WE ARE NOT ALLOWED TO AND YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY ANY OF THESE TERMS AND CONDITIONS.

1. Definitions

1. In these Terms and Conditions, the following definitions apply:

"Service" means the provision of estimated property valuations through or via the Site

2. Conditions of your use of this Site and Service

1. You may use the Site and the Service for personal use only and in accordance with these Terms and Conditions.

2. You may:

a) browse the Site using a compatible web browser. Permission to browse the Site includes permission to make transient or cached copies of parts of the Site to the extent that this occurs in the normal course of using your browser and that these copies are used only to facilitate current or subsequent access to the Site by you;

(b) print a copy of any page of the Site, for your own personal purposes, provided you do not do any of the things set out under "What you are not allowed to do".

3. What you are not allowed to do

1. Except to the extent expressly set out in these Terms and Conditions, you are not allowed to make any copies of any part of the Site.

2. You may not remove or change anything on the Site.

3. You may not include or create links to or from the Site without our prior written consent.

4. You are not allowed to remove or change any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Site.

5. You must only use the Site and the Service and anything available from the Site or the Service for lawful purposes, and you must comply with all applicable laws, statutes and regulations.

4. Your personal information

1. Usage of your personal information is governed by our Privacy Policy, which forms part of these Terms and Conditions. In the event that we undergo reorganisation or are sold to a third party, you agree that any personal information we hold about you may be transferred to that reorganised entity or third party.

5. Rights

1. All copyright, trademarks and other intellectual property rights in all material and content contained in this Site is either owned by us or has been licensed to us by the rightful owners so that we can use this material as part of our Site and Service. You are only allowed to use this Site and the material contained in this Site as well as the Service as set out in these terms.

6. Disclaimer and limitation of liability

1. We do not, and nothing in these Terms and Conditions shall act to exclude or limit our liability for death or personal injury resulting from our negligence, fraud or any other liability which may not by applicable law be excluded or limited. Your statutory rights as a consumer are not affected by any of these Terms and Conditions.

2. Subject to clause 6.1 above, we cannot and do not warrant or guarantee the accuracy of valuations provided and we shall not be liable to you or any third party in contract, tort, misrepresentation or otherwise for any loss of profit, loss of bargain, loss of capital through over-payment or under-sale or for any indirect, special or consequential loss arising from (i) any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in the delivery of, the valuations or data or any other information supplied to you through this Site or through our Service or (ii) any decision made or action taken by you or any third party in reliance upon such valuations or information, and we cannot and do not guarantee that the Service will be constantly available or error-free.

3. Subject to clauses 6.1 and 6.2, our liability to you whether in contract, tort or otherwise is limited to £100.

4. Subject to clause 6.1, you agree that your use of the Service is on an as is and as available basis and that your use of the Service (and your reliance on any valuations or other information available through the Service) is at your sole risk.

5. The Site includes links to external sites. We have included links to these sites and to provide you with access to information and services that you may find useful or interesting. We are not responsible for the content of these sites and pages or for anything provided by them.

6. Subject to clause 6.1, while we will use reasonable endeavours to verify the accuracy of any information we place on the Site, we make no warranties, whether express or implied in relation to its accuracy.

7. The valuations are provided to you only and may only be used by you for personal non-business use. You may not encourage or allow any other person to rely on them.

7. Suspension of Site

1. We may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any sites or pages linked to it will be not necessarily be uninterrupted or error free.

8. Enquiries or complaints

1. If you have any enquiries or complaints (about the Service or the Site) then please address them to the contact details given on our website.

9. General and governing law

1. By browsing the Site you are accepting that you are bound by the Terms and Conditions which are current at that time. You should check these each time you revisit the Site.

2. Subject to clause 6.1, these Terms and Conditions form the entire understanding between us and you and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these Terms and Conditions is found to be unenforceable, this shall not affect the validity of any other provision. Both of us may delay enforcing our rights under these Terms and Conditions without losing them.

3. We will not be liable to you for any breach of these Terms and Conditions which arises because of any circumstances which we cannot reasonably be expected to control.

4. No part of these terms and conditions may be enforced by any person other than us and you.

5. These Terms and Conditions shall be governed and interpreted in accordance with English law, and you consent to the exclusive jurisdiction of the English courts.

By using this website, you agree to our use of cookies (NB. This links to our cookie policy) to enhance your experience.



Cookie Policy – In Conjunction with our website and instant online Valuation service

What are Cookies?

We use the term cookie to describe cookies and similar technologies such as tags and pixels. Cookies are small data files that websites place on your computer, laptop or mobile device.

Our use of Cookies

We use Cookies for the following purposes:

To improve the performance of our websites by understanding which parts work well, and which don't.

To deliver relevant online advertising to you both on our websites and elsewhere. This is sometimes done by combining data that we already have about you with the data collected through Cookies. These Cookies are placed by us and selected third parties and enable adverts to be presented to you on our and third party websites.

To measure how effective our online advertising and marketing communications are.

To enable us to collect information about how you and other people use our websites.

To improve your experience on our websites, for example we use Cookies to remember the products you've put in your basket and to personalise your experience.

What Cookies do we use?

We use the following Cookies:

Strictly necessary Cookies. These are Cookies that are required for the operation of our website. They are necessary for the safety, security and integrity of the site. For example they help support the structure of the pages that are displayed to you, help to improve navigation and allow you to return to pages you have previously visited. This type of Cookie only lasts for the duration of the time you are visiting the website. When you leave the website they are deleted automatically.

Performance Cookies or analytical Cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily

The data is aggregated and anonymised, which means we cannot identify you as an individual.



Functionality Cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region). These Cookies will remain on your device until you choose to clear it. If you choose to do this, you will need to enter your details each time you visit the site.

Targeting Cookies. These Cookies will collect information about your browsing habits and allow us to show you adverts while you are browsing our site and other sites on the internet. They are set by us or by carefully selected third parties. They help us to understand the performance of our marketing activities and improve the relevance of the adverts that you see.

Blocking or restricting Cookies

You can stop Cookies being used on your device by activating the setting on your browser that allows you to block the deployment of all or some Cookies. Please visit www.allaboutcookies.org to find out how. Please note, if you use your browser settings to block Cookies you may not be able to access all or parts of our site.