



**SINCLAIR CLARK - ANTI-LAUNDERING NOTES  
And TERMS AND CONDITIONS  
JANUARY 2021**

**BY USING THE SINCLAIR CLARK WEBSITE, YOU AGREE TO THESE TERMS WHICH  
WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE  
WEBSITE.**

**WHO WE ARE AND WHAT THESE TERMS OF USE PERMIT YOU TO DO?**

**We are:**

**Sinclair Clark: Registration No:07118795 and VAT No:994 1106 14**

**Registered Office:**

**Elizabeth House, 13–19 London Road, Newbury, Berkshire RG14 1JL**

Provided you agree to, and comply with all the conditions of these Terms of Use, we give you permission to use:

- The website, the data supplied within the website, and any updates or supplements to it.
- The related online documentation.
- The service you connect to via the website and the content we provide to you through it.

**ANTI MONEY LAUNDERING REGULATIONS 2017**

Due to Government legislation, we are legally obliged to undertake Anti-Money Laundering checks on prospective purchasers and lessees on transactions which involve a capital value of 15,000 euros or more. We are also required to request proof of funds.

## **VIRUSES, MALWARE AND SECURITY**

- We exercise all reasonable skill and care to ensure that the Site is secure and free from viruses and other malware.
- You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the Site.
- You must not attempt to gain unauthorised access to any part of the Site, the server on which the Site is stored, or any other server, computer, or database connected to the Site.
- You must not attack the Site by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.
- By breaching the provisions of the above clauses, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use the Site will cease immediately in the event of such a breach.

## **YOUR PRIVACY**

We only use any personal data we collect through your use of the Site and the Services in the ways set out in our Privacy Policy.

Please be aware that internet transmissions are never entirely private or secure and that any message or information you send using the Site or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the site or any of the Services, you agree to us collecting and using technical information about the devices you use the site on and related software, hardware and peripherals to improve our products and to provide any Services to you.

## **SUPPORT FOR THE WEBSITE AND HOW TO TELL US ABOUT ANY PROBLEMS**

**Contacting us.** If you think the Site is faulty or not as described or wish to contact us for any other reason, please email [vanessa@sinclairclark.co.uk](mailto:vanessa@sinclairclark.co.uk)

**How we will communicate with you.** If we have to contact you, we will do so by email, phone, or by pre-paid post, using the contact details you have provided to us.

## **CHANGES TO THESE TERMS OF USE**

We may need to change these Terms of Use from time to time to reflect changes in law, or best practice. In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The Site or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

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

## **ACCEPTABLE USE RESTRICTIONS**

### **You must:**

- Not use the Site or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Site.
- Not use our System, email addresses or domain name for unauthorised mass-communication such as “spam” or “junk mail”.
- not infringe our intellectual property rights or those of any third party in relation to your use of the Site, including by the submission of any material (to the extent that such use is not licensed by these Terms of Use)
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Site
- not use the Site in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- Acknowledge that Sinclair Clark reserves the right to monitor any and all communications made to us or using our Site.

In order to use an enquiry form and any other communication facility that may be added in the future on this Site, you are required to submit certain personal details. By continuing to use this Web Site you represent and warrant that:

- Any information you submit is accurate and truthful; and
- You will keep this information accurate and up to date.

## **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the Site, the Documentation and the Services throughout the world belong to us (or our licensors). You have no intellectual property rights in, or to, the Site, the Documentation or the Services other than the right to use them in accordance with these Terms of Use

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Sinclair Clark does not accept 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 Site or any information contained therein. Users should be aware that they use the Site and its Content at their own risk.

Nothing in these terms and conditions excludes or restricts Sinclair Clark liability for death or personal injury resulting from any negligence or fraud on the part of Sinclair Clark.

Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## **NO WAIVER**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## **WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms and conditions and the relationship between you and Sinclair Clark shall be governed by and construed in accordance with the Law of England and Wales. Sinclair Clark and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

## **ALTERNATIVE DISPUTE RESOLUTION**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may wish to submit the dispute for online resolution to the [European Commission Online Dispute Resolution platform](#)

21<sup>st</sup> January 2021.