



WEBSITE TERMS AND CONDITIONS

These terms of use govern your use of Develemental Limited (hereafter DL) website. Your continued use of this site confirms your acceptance of these terms.

WEBSITE ACCESS

1. This site is accessible to all. No element of it is open only to subscribers or registered individuals.

USE OF WEBSITE

2. This website may be used for your own private purposes and in accordance with these terms of use.
3. Material from this website may be downloaded and / or printed if you do not modify or reproduce any content without our prior written consent which may be obtained by emailing DL.

SITE UPTIME

4. All reasonable measures are taken by DL to ensure that this website is operational all times. However technical issues may occasionally result in downtime and accordingly DL will not be liable if this website is unavailable at any time.
5. Where possible we always try to give warning of maintenance issues that may result in website down time, but we shall not be obliged to provide such notice.

VISITOR PROVIDED MATERIAL

6. Any material that a visitor to this website sends or posts to this website shall be considered non-proprietary and non-confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, apart from personal information, the use of which is covered under our Privacy Policy. When using this website, you shall not post or send to or from this Website any material:
 - i. for which you have not obtained all necessary consents;
 - ii. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
 - iii. which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
 - iv. We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 7.

LINKS TO AND FROM OTHER WEBSITES

9. Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this website, you do so at your own risk.
10. Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:
 - i. you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
 - ii. you do not misrepresent your relationship with this website; and

- iii. the website from which you link to this website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.
11. By linking to this website in breach of clause 5.2 you shall indemnify us for any loss or damage suffered to this website because of such linking.

DISCLAIMER

12. Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate always we do not guarantee that all material is accurate and, or up to date.
13. All material contained on this website is provided without any or warranty of any kind. You use the material on this website at your own discretion.
14. Neither DL, nor any of its partners, employees or representatives will be liable for damages arising out of or in connection with the use of information provided on any document or marketing material. DL is not responsible for any errors or omissions, whether due directly to its staff or to its sources of information, nor is it liable, directly or indirectly, from any loss whatsoever that may arise from them.
15. Neither DL, nor any of its partners, employees or representatives will be held responsible for any transactions deemed to be unprofitable to The Visitor(s) for any reason.
16. Whilst reasonable efforts are taken to ensure proposed opportunities have positive investment criteria, DL requires that The Visitor(s) makes his/her own judgement upon the Property being offered and to independently verify the information by inspection or otherwise, and to confirm in his/her own opinion that the Property is suitable for requirements. DL advises The Visitor(s) to carry out an independent legal and financial assessment of any opportunity offered, prior to reserving any property and to instruct a surveyor to inspect the Property.

PROPERTY MISDESCRIPTIONS ACT 1991

17. Whilst DL does its utmost to verify the contents of any printed or electronic formatted document, it has no authority to make or give any representations or warranties in relation to any property. In accordance with the Property Misdescriptions Act 1991, the details contained in the sales and marketing material provided, both online and offline, are intended for guidance only and do not form part of any offer or contract. DL has prepared all sales particulars in good faith for general guidance purposes only. They do not form or constitute any part of an offer or contract. Particulars described in all sales and marketing material should not be relied upon as accurately describing any specific matters. DL makes no express or implied warranties or representations as to the accuracy of the information. Tables, projections and profit forecasts are for illustrative purposes. Any photographs, illustrations, plans and sizes, only give a general indication of the proposed development and are not necessarily comprehensive. All purchase price values are believed to be correct at time of going to press but may be affected without notice from the Developer/Vendor. The Visitor(s) should not rely upon the particulars described in any information provided but must satisfy him/herself by inspection or otherwise as to the correctness of each of them. They should not be relied upon when purchasing carpets and other fixtures and fittings. The Developer/Vendor operates a policy of continuous development and features, specifications and external treatments may vary. The Developer/Vendor reserves the right to alter any part of the development. Any particulars or plans provided were prepared from preliminary plans and specifications before completion of the properties and are intended only as a guide. They may have been changed during construction or finishes could vary. The Visitor(s) should not rely on the particulars provided but have his/her solicitor check the plans and specification attached to the purchase contract. Lease details, service charges and ground rent (where applicable) are given as a guide only and should be checked and confirmed by The Visitor's solicitor prior to exchange of contracts. The details contained in this brochure are for guidance only. DL has not carried out a structural survey on the Property and any services, appliances or specific fittings mentioned in marketing material have not been tested. The Visitor(s) should not assume that the Property has all necessary planning, building regulation or other consents. You should assume that DL has not tested any services, equipment or facilities.

18. DL makes no express or implied income claims. The price and value of any property and income can decrease as well as increase, and the return on the Property may be less than that originally invested. Rental income achieved may not always match that predicted, nor cover the monthly mortgage payments.
19. Completion dates are set by the Developer/Vendor and are provided as an estimate only. DL cannot be held responsible for any delays to exchange or completion.
20. DL is not a financial advisor or mortgage broker, nor is it providing financial advice under regulation by the Financial Services Authority. Neither is DL a licensed investment advisor or planner or a licensed estate agent. All investment information provided has been obtained solely from our own experience as an investor and is provided as general information only. The Visitor(s) should not rely solely on the information as it does not purport to be comprehensive or to render specific advice. As such it is not intended for use as a source of investment advice. DL recommends that, before making any decisions based on the information provided, The Visitor(s) should consult with the specialist advisors introduced by DL or take independent legal and financial advice. DL cannot be held responsible for the financial and legal advice provided by a mortgage broker or solicitor.
21. Mortgage applications are subject to individual status of The Visitor(s) and DL cannot make any guarantees that any applicant will obtain a mortgage on the Property or the value of the mortgage he/she will be able to obtain.
22. A solicitor from the DL panel is recommended to be used by The Visitor for all purchases. DL reserves the right to change the solicitor up to the point of receiving the legal contract from the Developer/Vendor. The Visitor(s) is liable for his/her own solicitor's fees, which will be agreed at the outset.
23. The Visitor(s) is in all circumstances responsible for his/her own legal/mortgage broker fees including Stamp Duty Land Tax, search fees, conveyancing fees, mortgage broker fees, valuation fees, lender related fees (as well as other miscellaneous charges such as land registry fees, government tax form fee, ground rent and service charge) unless otherwise stated in writing.
24. The Visitor(s) is recommended by DL to visit the Property before completion – or as soon as possible after – to ensure all building works are complete. It is common for there to be small “snagging” issues in new-build property and The Visitor(s) should contact the Developer/Vendor directly to remedy any snagging at the Property. The Visitor(s) acknowledges that DL cannot be held responsible for the specific performance of the Developer/Vendor.
25. DL endeavours to introduce solicitors, mortgage brokers, lettings agents, furniture suppliers, and/or other third-party suppliers (“Third Parties”) of good calibre, who offer a service or product deemed to be of good quality and reasonable cost. However, DL makes no warranties or representations as to the reliability of the services provided by Third Parties and assumes no responsibility or liability for their actions, omissions or errors. Should The Visitor(s) make any arrangements with any Third Parties found on or via the DL website or recommended directly by DL, it is solely at his/her risk and responsibility.
26. All design, copyright, trademarks and all other intellectual property rights relating to DL 's website or other information provided by DL remains the property of DL. The Visitor(s) understands that he/she may browse the contents, use any facilities and download a single copy of material made available on the DL website. All material provided is solely for the personal use of The Visitor(s). The Visitor(s) agrees not to modify, reproduce, distribute, republish, display, post, transmit or sell any such material for any commercial or business purpose, without the prior written permission of an authorised representative of DL.

EXCLUSION OF LIABILITY

27. We do not accept liability for any loss or damage that you suffer because of using this website.
28. Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

LAW AND JURISDICTION

These terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

OUR DETAILS

Our business's name is: Develmental Limited.

Our business address is: Araul, Heol Caradoc, Coedpoeth, Wrexham, LL11 3PS.

Company number 11334809.