



1. KSM Estate Agents Ltd

KSM Estate Agents Ltd (registered number 15740541) is a private limited company whose registered address is 185, Thorndon Avenue, West Horndon, Brentwood Essex CM13 3TP.

2. This Website

KSM Estate Agents Ltd owns the website at <http://www.ksmestateagents.com> (the "Website"). By accessing and using the Website you the user agree to be bound by these terms and conditions (the "Terms") which govern your access to and use of the Website.

3. Ownership and Use of Content

3.1 All text, data, charts, tables, software, video, music, sound, graphics, photographs, illustrations, artwork, names, logos, trademarks, service marks and other material on the Website (the "Content") and all rights in it belongs to KSM Estate Agents Ltd. You may retrieve and display Content from the Website on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your personal use. Content may not be copied, reproduced, republished, downloaded, posted, broadcast, or transmitted in any other way.

3.2 You agree not to adapt, alter, or create a derivative work from any of the Content on the Website or to use it for any purpose other than for your personal and non-commercial use.

4. Unlawful Use

You agree to use this Website only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the Website by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or the disruption of normal flow of dialogue within the Website.

5. Intellectual Property Rights

5.1 All copyright, trademarks, database rights and other intellectual property rights that may exist in this Website and the Content shall remain at all times the property of KSM Estate Agents Ltd.



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5.2 The trademarks, service marks and logos used and displayed on this Website (“Trademarks”) are registered or unregistered trademarks of KSM Estate Agents Ltd. Nothing on this Website should be construed as granting, by implication or otherwise, any licence or right to use any Trademark without written permission from KSM Estate Agents Ltd. The name of KSM Estate Agents Ltd may not be used in any way, including in advertising or publicity pertaining to distribution of Content without the prior written permission of KSM Estate Agents Ltd.

6. Liability

6.1 The Website and Content is provided “AS IS” and on an “AS AVAILABLE” basis and KSM Estate Agents Ltd does not guarantee the accuracy, timeliness, completeness, performance, or fitness for a particular purpose of the Website or any Content. All implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law.

6.2 In no event will KSM Estate Agents Ltd be liable for any loss including, without limitation, indirect or consequential loss, or any damages arising from loss of use, data, or profits, whether in contract, tort or otherwise, arising out of or in connection with the use of this Website.

6.3 KSM Estate Agents Ltd has tried to ensure that all the Content provided on the Website is correct at the time of publication. The Content is provided on an information basis only and should not be relied upon. No responsibility is accepted by or on behalf of KSM Estate Agents Ltd for any errors, omissions, or misleading Content on the Website or on any websites to which the Website connects.

6.4 KSM Estate Agents Ltd does not warrant that the Website or Content will be uninterrupted or error free, that any defects will be corrected, or that this Website or the server that makes it available are free of viruses or bugs.



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7. Privacy

You must read and accept the KSM Estate Agents Ltd Privacy Policy which details what type of personal information KSM Estate Agents Ltd may collect from you when you visit the Website and how KSM Estate Agents Ltd may store and use the information in accordance with the Data Protection Act 1998 and the Privacy and Electronic Communications Act 2003.

8. Changes to the Terms

KSM Estate Agents Ltd reserve the right, at its discretion, to make changes to any parts of the Website or these Terms. When these Terms are amended, KSM Estate Agents Ltd will publish details of the amendments on the Website. Your continued use of the Website is taken as your agreement to be bound by these Terms as amended.

9. Jurisdiction

These Terms shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

10. Severability

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

11. Conflict

If there is any conflict between these Terms and any other written agreement between you and KSM Estate Agents Ltd then the latter shall prevail.

12. Events beyond our control

KSM Estate Agents Ltd will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

13. Links

KSM Estate Agents Ltd is not responsible for the availability or content of any third-party websites or material you access through this Website.



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14. File Download

Certain files of Content are available for download from the Website. These files of Content are subject to these Terms.

15. Contact

If you wish to contact KSM Estate Agents Ltd regarding the Website, these Terms or the Privacy Policy please contact us by email at info@ksmestateagents.com

16. Transparency of Fees

KSM Estate Agents Ltd Estates Ltd as part of the service we offer may routinely recommend ancillary services to you, which we believe will help with your property transaction. We wish to make you aware that should you decide to proceed we will receive a referral fee. This could be a fee, commission, payment, or other reward. We will not refer your details unless you have provided consent for us to do so.

You are not under any obligation to provide us with your consent or to use any of these services, but where you do you should be aware that we could receive a referral fee of between £100 and £1000*+ per transaction on the following companies.

- The Mortgage Centre
- Solicitors
- Removal company
- General builders & decorators



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