

Terms and Conditions

1. Terms Overview

This Site is subject to the following terms and conditions. By proceeding to view this Site you will be deemed to have read and accepted these terms and conditions. No other terms shall apply. These terms may be varied by Mackenzie Kerr Properties Limited from time to time and the revised terms will be deemed to apply at the relevant time.

2. Right to alter material

Mackenzie Kerr Properties Limited reserves the right to alter or delete material from the Site at any time and may, at any time, revise these terms without notice by updating this section.

3. Site Information given in good faith

The information in this Site, in either text or photographic format, is given in good faith and for general information and interest only. Whilst Mackenzie Kerr Properties Limited uses reasonable efforts to only include accurate information in the Site it makes no warranties or representations as to the accuracy of any information given. Mackenzie Kerr Properties Limited assumes no responsibility for any errors or omissions in the content of the Site.

4. Site Information not advice or recommendation

The information in this Site, in either text or photographic format, should not be relied on and does not constitute any form of advice or recommendation. By using this Site you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on the Site are entirely at your sole risk and responsibility.

5. Contractual Relationships

Nothing on this Site is intended to be nor should be construed as an offer to enter into a contractual relationship.

6. Links from Mackenzie Kerr Properties Limited.

This Site may carry hypertext links to sites operated by third parties for reference and information purposes only. Mackenzie Kerr Properties Limited has not reviewed and does not review the sites that may be linked to this Site and is not responsible for the content of, nor accepts any liability arising in respect of, any other sites linked to this Site which are not under the strict control of Mackenzie Kerr Properties Limited. The presence of links to other third party operated sites shall not be deemed to be a recommendation by Mackenzie Kerr Properties Limited of such sites nor of any advice or information posted on them.

7. Contractual Obligations

Except as set out at clause 10 below, Mackenzie Kerr Properties Limited will be under no liability to you whatsoever whether in contract, tort (including negligence), breach of statutory duty restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in

conjunction with the use of this Site or the use, accessing, downloading or relying on any or other materials contained in this Site, including, without limitation, as a result of any computer virus.

8. Liability

These terms and conditions do not exclude its liability (if any) to you for personal injury or death resulting from Mackenzie Kerr Properties Limited 's negligence, for fraud or for any matter which it would be illegal for Mackenzie Kerr Properties Limited to exclude or to attempt to exclude it's liability.

9. Site Ownership

The Site is owned and operated by Mackenzie Kerr Properties Limited. No material may be copied, modified or distributed in any way, except that you may download one copy of the materials on any single computer for your private use only, provided that you keep intact all copyright and other proprietary notices. The use of any such material on any other website or computer environment is strictly prohibited.

10. Privacy Statement

Mackenzie Kerr Properties Limited operates a privacy policy which can be seen below. This privacy statement forms part of these terms and conditions.

11. Site operated under Scottish Law

The Site is controlled and operated by Mackenzie Kerr Properties Limited from the United Kingdom and is subject to Scottish law. Any dispute concerning these terms and conditions or any of the materials on this Site shall be governed by Scottish law as applied in Scotland and Wales and the Scottish and Welsh courts shall have exclusive jurisdiction to settle any such disputes.

12. Geographical Location

If you are not based in the UK then your use of this Site is without the authority of Mackenzie Kerr Properties Limited which will not be responsible for any loss or liability arising as a result of such unauthorised access.

13. Interruptions and Omissions in This Service

Whilst we take every care to ensure that the standard of this Site remains high and to maintain the continuity of it, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this Site (or any particular part of it).

14. Invalidity

If any part of our terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.