

SUTHERLAND REAY & CO LTD – TERMS OF USE

Effective Date: March 2026

1. Company Details

Sutherland Reay & Co LTD is a private company registered in England and Wales whose registered address is:

64 Market Street, New Mills, High Peak, Derbyshire, SK22 4AA

Registered number: 07160201

Sutherland Reay & Co LTD is a member of The Property Ombudsman (TPO), complies with the Estate Agents Act 1979, and participates in Client Money Protection (CMP) and the Deposit Protection Scheme (DPS) for all client funds held in connection with lettings and property transactions.

2. Website Use

Sutherland Reay & Co LTD owns the website located at www.sutherlandreay.com (the "Website").

By accessing and using the Website, you confirm that you are at least 18 years old and agree to comply with these Terms and all applicable laws of England and Wales. Your use of the Website constitutes acceptance of these Terms.

3. Ownership and Use of Content

3.1 All text, data, charts, tables, software, video, music, sound, graphics, photographs, illustrations, artwork, names, logos, trade marks, service marks, and other material on the Website ("Content") and all rights in it belong to Sutherland Reay & Co LTD.

You may retrieve and display Content 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 networked server) for personal and non-commercial use only. Content may not be copied, reproduced, republished, downloaded, posted, broadcast, or transmitted in any other way.

3.2 Certain Content may include material owned by third parties, including property images, floorplans, and marketing material. All rights remain with their respective owners. Any unauthorised use is prohibited.

3.3 You agree not to adapt, alter, or create derivative works from any Content or use it for purposes other than personal, 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/inhibit the use of the Website by others. This includes:

- Avoiding defamatory, harassing, or offensive conduct
- Not transmitting obscene or harmful content
- Not using automated systems, bots, or software to extract data from the Website

5. Intellectual Property Rights

5.1 All copyright, trade marks, database rights, and other intellectual property rights remain the property of Sutherland Reay & Co LTD.

5.2 Trade marks, service marks, and logos ("Trade Marks") are registered or unregistered trademarks of Sutherland Reay & Co LTD. No licence or right to use any Trade Mark is granted without prior written permission.

5.3 Other trademarks or logos appearing on this Website are the property of their respective owners.

6. Liability & Property Information

6.1 The Website and Content are provided "AS IS" and "AS AVAILABLE". Sutherland Reay & Co LTD does not guarantee accuracy, completeness, timeliness, or fitness for a particular purpose.

6.2 While Sutherland Reay & Co LTD endeavours to ensure the accuracy of property descriptions, measurements, and images, these are guidance only. Prospective buyers, tenants, or landlords must verify information independently.

6.3 Deposits paid for lettings are protected under the Deposit Protection Scheme (DPS), and all client funds held by Sutherland Reay & Co LTD are covered by Client Money Protection (CMP).

6.4 Nothing in these Terms affects your statutory rights under UK consumer protection law.

6.5 Sutherland Reay & Co LTD is not liable for indirect, consequential, or any damages arising from use of the Website, including loss of use, data, or profits.

6.6 Sutherland Reay & Co LTD does not warrant that the Website or Content will be uninterrupted or error-free, that defects will be corrected, or that the Website is free of viruses or harmful code. Users are responsible for their own devices and security.

7. Privacy

You must read and accept the Privacy Policy & Notice, which explains how personal information is collected, stored, and used in accordance with GDPR 2018 and PECR 2003.

By using the Website, you consent to the use of cookies and electronic communications for marketing purposes as described in the Privacy Policy.

8. Changes to the Terms

Sutherland Reay & Co LTD may update these Terms at its discretion. Substantive changes will be notified on the Website at least 14 days in advance. Continued use of the Website after changes constitutes acceptance of the amended Terms.

9. Jurisdiction

These Terms are governed by English Law and subject to the exclusive jurisdiction of the English Courts.

Disputes may also be referred to The Property Ombudsman in accordance with their Code of Practice.

10. Severability

If any part of these Terms is deemed illegal, invalid, or unenforceable, it will be treated as severed. The remaining Terms remain in full force and effect.

11. Conflict

In the event of conflict between these Terms and any other written agreement between you and Sutherland Reay & Co LTD, the latter prevails.

12. Events Beyond Our Control

Sutherland Reay & Co LTD is not liable for breaches caused by circumstances beyond its reasonable control, including natural disasters, technical failures, or government actions.

13. Links

Sutherland Reay & Co LTD is not responsible for the availability or content of third-party websites or material accessed through this Website. Links do not constitute endorsement.

14. File Download

Downloaded files are at your own risk. Sutherland Reay & Co LTD does not guarantee they are free from viruses or harmful code.

15. Contact

For questions regarding the Website, Terms, Privacy Policy, CMP, or DPS:

Address: 17-19 Market Street, Chapel-en-le-Frith, High Peak, Derbyshire, SK23 0HP

Telephone: 01298 816178 | 01663 744866

Email: sales@sutherlandreay.com | lettings@sutherlandreay.com

For complaints or TPO enquiries: www.tpos.co.uk

16. Client Money & Deposit Protection

16.1 All client money received, including tenancy deposits and holding deposits, is held in accordance with Client Money Protection (CMP) covered by Money Shield.

16.2 Tenancy deposits are registered and protected via the Deposit Protection Scheme (DPS). Clients will receive relevant DPS reference numbers and scheme contact information.

16.3 In the event of a financial loss of client funds, compensation may be available through Money Shield or DPS in line with scheme rules.