

## Terms & Conditions

Use of Loch Ness Highland (Scotland) Titles Limited is subject to the terms outlined below. By using our Web Site, you show your agreement to such terms. Should you not accept or agree our terms, do not use the website.

### **Ownership**

The website belongs to Loch Ness Highland (Scotland) Titles Limited.

### **Headings**

Headings used in these Terms & Conditions are for convenience only and shall not affect their interpretation.

### **Trademarks**

The logos, photographs, images, content and names on this website that identify Loch Ness Highland (Scotland) Limited or third parties and their products and services are proprietary marks of Loch Ness Highland (Scotland) Titles Limited and/or third parties. Nothing contained in this Web Site shall be deemed to confer on any person any license or right in part of Loch Ness Highland (Scotland) Limited or any third party with respect to any such logo, photograph, content, or name.

### **Alterations**

Loch Ness Highland (Scotland) Titles Limited reserves the right and at any time and without prior notice to remove or cease to supply any product or service contained on this Web Site. In event that such removal takes place, we shall not be liable to you in any way whatsoever for such removal.

### **Phone Calls & Email**

Phone calls using the numbers provided on this Web Site and email correspondence with Loch Ness Highland (Scotland) Titles Limited at the email addresses and accessible through or discernible from this Web Site may be recorded or monitored. By using such communication methods you are consenting to the recording or monitoring of the same.

### **Phone Call Charges**

The cost of phone calls may vary depending on your telecom provider. You are responsible to check with your operator for exact charges before making a phone call.

### **WEBSITE POLICIES – Commercial Use**

This website is for non-commercial use and personal use only. The services contained on this website may be supplied on a commercial basis on payment to Loch Ness Highland (Scotland) Limited. Or its service/s or product suppliers from time to time.

In the event that you use any of the services/products contained on this Web Site for commercial use Loch Ness Highland (Scotland) Titles shall be entitled to charge you at its applicable fees in respect of such services.

### **Copyright**

All copyrighted material contained in this Web Site belongs to Loch Ness Highland (Scotland) Titles Limited. Any copy or any part of this material used by any person is subject to the following conditions:

The material may not be used for commercial purposes;

The copies must retain any copyrights or other intellectual property notices contained in the original material;

The services/products and technology or processes described in this Web Site may be subject to other intellectual property rights reserved by Loch Ness Highland (Scotland) Titles Limited or by other third parties with no license granted in respect of those intellectual property rights): logos photographs images on this Web Site are protected by copyright as its text by IPR and may not be reproduced or appropriated in any manner without the written approval of their respective owner(s).

### **Changes to Terms & Conditions**

Loch Ness Highland (Scotland) Titles Limited reserves the right to change these Terms & Conditions at any time by posting these changes on the website. It is your responsibility to review the website Terms & Conditions to ensure you are aware of the latest Terms & Conditions. Your use of this website after a change has been posted will be deemed to signify your acceptance of the modified Terms & Conditions. We recommend that you print off and retain for your records a copy of these Terms &

Conditions from time to time and a copy of any Terms & Conditions relating to any product or service which you apply for online together with any related application form completed and submitted.

Any amendment to these Terms & Conditions must be agreed in writing by us or if appropriate by the relevant company or individual supplier with whom you contract.

### **Disclaimers**

Whilst Loch Ness Highland (Scotland) Limited has taken due care and attention in the preparation of the contents of this website and the information photographs, images, text, logos, icons regarding or relating to Loch Ness Highland (Scotland) Titles Limited or our products and services marketed on the site (or third party products and services) are provided on an 'as is' basis without any representation or endorsement being made and without any warranty of any kind, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, all such terms and warranties are hereby excluded. In no event will Loch Ness Highland (Scotland) Titles Limited be liable whether in contract or tort (including negligence or breach of statutory duty) or otherwise for any losses sustained and arising out of or in connection with use of this website including, without limitation, loss of profits, loss of data or loss of goodwill (in all these cases whether direct or indirect) nor any indirect, economic, consequential or special loss.

Loch Ness Highland (Scotland) Titles Limited does not represent that the information contained in this website is accurate, comprehensive, verified or complete, and shall accept no liability for the accuracy or completeness of the information contained in this Web Site or for any reliance placed by any person on the information.

Loch Ness Highland (Scotland) Limited does not warrant that the functions or materials accessible for or contained in this website will be uninterrupted or error-free, that defects will be corrected or that this Web Site or the server that makes it available are virus or bug-free or represent the full functionality, accuracy, reliability of the materials.

If any of these Terms & Conditions (or any Terms & Conditions) relating to a product or service referred to in this Web Site) should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such Terms & Conditions are intended to be effective, then to the extent of illegality, invalidity or unenforceability, and in relation to such state or country only, such Terms & Conditions shall be deleted and severed from the rest of the relevant Terms & Conditions and the remaining Terms & Conditions shall survive, remain in full force and effect and continue to be binding and enforceable. Nothing in these Terms & Conditions shall exclude Loch Ness Highland (Scotland) Titles Limited liability for death or personal injury resulting from negligence of Loch Ness Highland (Scotland) Titles Limited.

### **Intellectual Property Rights**

All intellectual Property Rights (including, without limitation, all database rights, rights in design, rights in know-how, patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction) in any information, content, materials, data or processes contained in or to this website belong to Loch Ness Highland (Scotland) Limited or its licensed source. All rights of Loch Ness Highland (Scotland) Limited in such Intellectual Property Rights are hereby reserved.

### **Jurisdiction and Law**

Loch Ness Highland (Scotland) Titles makes no representation that any product or service referred to on or through the Web Site is appropriate for use or available in other locations. The information and other materials contained in this website may not satisfy the laws of any other country and those who choose to access this website from locations are responsible for compliance with local laws if and to the extent local laws are applicable.

These Terms & Conditions and any Terms & Conditions relating to services or products described in this Web Site shall be governed and construed in accordance with the law of Scotland. Disputes arising in relation to the same shall, unless otherwise expressly agreed, be subject to the exclusive jurisdiction of the courts of Scotland.

### **Links To Other Websites**

Certain (hypertext) links, advertisements or suppliers' promotion may lead you to Web Sites that are not under the control of Loch Ness Highland (Scotland) Titles Limited. When you activate any of these links you will leave Loch Ness Highland (Scotland) Limited Web Site. By allowing links with third party Web Sites Loch Ness Highland (Scotland) Limited does not intend to solicit or offer any security to any person in any country, directly or indirectly.

### **Force Majeure**

Every effort will be made to carry out the contract but its due performance is subject to cancellation by Loch Ness Highland (Scotland) Titles Limited or to such variation as we may find necessary as a result of inability to secure labour, materials, or supplies or as a result of any act of God, War, Strike or other labour dispute, Fire, Flood, Drought, Legislation, or other cause (whether if the foregoing class or not) beyond the seller's control.