

# Doormarked Ltd

## Terms and Conditions

Last Updated: 20th June 2022

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### 1. Introduction and accessing the Doormarked Platform

**1.1.** The following Terms and Conditions ("**Terms**") set out the legally binding agreement under which all Users (both Provider Users and Client Users) ("**you**" or "**your**") are permitted to access and to use our website at [www.doormarked.com](http://www.doormarked.com) and the services provided on it (collectively the "**Platform**").

**1.2.** You will be required to agree to these Terms when visiting or registering with the Platform. You will be deemed to have accepted these Terms on your first use of our Platform. **We draw your attention in particular to the "Limitation of Liability" section.** If you do not agree to these Terms, you must not use the Platform.

**1.3.** All use of the Platform is also subject to The Doormarked Standard, which is incorporated into these Terms, with which you must comply at all times in relation to your use of the Platform.

**1.4.** If you are using the Platform on behalf of an organisation then you are agreeing to these terms for that organisation and are warranting that you have the authority to bind that organisation to these terms. In that case "you" and "your" will refer to that organisation.

**1.5.** For information on how we collect, store and process your personal data and our use of cookies, please refer to our Privacy & Cookie Policy.

### 2. About the Platform

**2.1.** Doormarked is an online platform which connects the general public and/or businesses consuming these services ("**Client Users**") to Independent Property Advisors (IPAs) ("**Provider Users**"). Independent Property Advisors are property professionals who are using different property strategies which make the property market more accessible and deliver better outcomes. Client Users and Provider Users are collectively referred to as "**Users**".

**2.2. *Independent Property Advisor (IPA) is a name and concept that Doormarked has created to describe the work of our Provider Users, who are property professionals using different property strategies.***

***Currently, there is no industry recognition or regulatory body of "Independent Property Advisors" as a separate defined collection of property professionals. Our use of this term does not imply any mark of quality or industry standard. We do not endorse or approve any of the Independent Property Advisors on the platform or advice that they may provide and we accept no responsibility in respect of the same.***

### **3. About us**

**3.1.** The Platform is owned and operated by Doormarked Ltd, registered in England and Wales under company number 12691821 ("Doormarked", "we", "us" or "our"), whose registered office is at 7 St. Michaels Close, Walton-On-Thames, England, KT12 3AJ.

## 4. Our role

**4.1.** The Platform connects the general public and/or businesses consuming these services with Independent Property Advisors ("IPA"s) to facilitate access to different property strategies (each a "**Service**") offered by Independent Property Advisors. Doormarked's role is an intermediary role only, facilitating only the introduction of Client Users to Provider Users who provide the Services directly to the Client Users. Doormarked is not involved in the organisation or provision of any Service and is not responsible for the Services.

**4.2.** When a Client User engages with a Provider User any fees payable for that Service will be agreed between the two parties. Any fees payable by each User (either Client Users or Provider Users) for accessing the Doormarked Platform are published on our Platform. For example, Provider Users pay Doormarked a fee or commission for any Introduction made to a new Client User. More detail is available here under the Our Fees section.

**4.3.** Although we take measures to verify the experience of the Independent Property Advisors on our Platform **as outlined in The Doormarked Standard**, it is not practicable or possible for us to independently verify all the information or data provided and we do not endorse or recommend any Independent Property Advisor on the Platform. We make no representations, warranties or guarantees, whether express or implied, that the information on our Platform is accurate, complete or up-to-date. Client Users are responsible for ensuring that a Service or Independent Property Advisor meets their specific requirements.

**4.4.** Doormarked is not a party to any agreement entered into between a Provider User and a Client User. By providing or accepting a Service, you agree to comply with the terms applicable to that Service, which will be made available to Client Users during the proposal process by the Provider User. If you do not agree to the terms applicable to a Service, you must not provide or accept the Service.

**4.5.** Users are independent from Doormarked and they do not act on our behalf. We will not be held liable for any loss or liability suffered by you due to the acts or omissions of another User. For more information, please refer to the Limitation of Liability section.

**4.6. *It is your responsibility to satisfy yourself that the adviser you may engage is appropriate for the business you are transacting. Any decision to transact business with an advisor is made by you on the basis of your own enquiries. You should seek your own independent legal advice before signing any contracts.***

**4.7. *Any information provided by Doormarked (including in relation to our Independent Property Advisors), is for information only, and does not constitute financial, investment, tax, legal or any other form of advice or recommendation.***

**4.8. *VERIFICATION DISCLAIMER: You should take care in selecting an Independent Property Advisor and you do so at your own risk.***

Whilst we hope to provide you with a credible range of independent property advisors to choose from, and will do our best to vet them **as outlined in The Doormarked Standard**, we do not take any responsibility for an IPA or your relationship with them, and in particular we make no representation or guarantee as to: any independent property advisors or their service; any information regarding the independent property advisor, including but not limited to the information included on their profile; that the independent property advisors are licensed, accredited, insured or registered in any way; the competence of any independent property advisors or their appropriateness for your individual needs; an independent property advisor's availability and responsiveness; the relevance and usefulness of an independent property advisor's guidance, services or advice; or the success of any interactions with the independent property advisors.

## 5. Registration and accounts

**5.1.** In order to access and make use of the Platform, you must register for an account. You must be at least 18 years old to register for an account. Any registration by, use of, or access of our Platform by persons under the age of 18 is unauthorised and is in breach of these Terms. In using our Platform, you represent and warrant that you are at least 18 years old. If you are not 18 years old or over, you should not use our Platform.

**5.2.** If you are a Provider User and you submit an application to be on the Platform, you will receive a notification that we have received your submission. However, this does not mean that your application has been accepted. We are under no obligation to verify any individual or company on the Platform and may accept or reject any application at our sole discretion. Once your application has been accepted, you will receive confirmation via email.

**5.3.** When you choose or you are provided with a password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. You are responsible for any activity using your account, whether or not you authorised that activity. If you know or suspect that anyone other than you knows your password, you must promptly notify us using the contact details below. We will not be liable for any unauthorised use of your account.

**5.4.** If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current.

## 6. User content

**6.1.** You retain ownership of the content you submit to the Platform, including your username, photos, descriptions, reviews and comments ("**User Content**"). We do not make any claim to User Content.

**6.2.** By submitting User Content on or via our Platform, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, fully transferable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your User Content to operate and promote the Platform, in any formats and through any channels, including across any third-party website or advertising medium.

**6.3.** You understand that you are solely responsible for your User Content. You warrant that you have all necessary rights to User Content and that it, your use and our use of it in relation to the Platform will not infringe or violate any third party's rights including any intellectual property rights. You agree to indemnify us for any loss or damage suffered by us as a result of your breach of that warranty. If we receive notice that your User Content infringes a third party's intellectual property rights or privacy rights, we will remove it immediately and we reserve the right to disclose your identity to that third party.

**6.4.** You warrant that your User Content is not abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Terms. You also agree not to submit any content that is false and misleading, illegal or uses the Platform in a manner that is fraudulent or deceptive.

**6.5.** Although we may take measures to check the accuracy of User Content, we will not be responsible or liable to any third party for User Content or the accuracy of any materials submitted by you or any other User. We are not responsible for User Content or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect our opinions, views, or values in any way. We do not promise to review or moderate any User Content, but reserve the right to remove or disable it at our discretion.

## **7. Fees**

**7.1.** All Doormarked fees payable by you for access to the Doormarked Platform shall be in accordance with the fees published from time to time by us on our Platform, errors and omissions excepted. For Client Users, more information is available [here](#). For Provider Users, more detail is available [here](#) under the Our Fees section which includes a section on our Introduction Fees which apply to Provider Users only.

**7.2.** All fees published are exclusive of any applicable VAT unless otherwise stated.

**7.3.** You agree that, except where otherwise specified in these Terms, these fees are not refundable on any basis.

**7.4.** We reserve the right to alter the pricing of access to the Doormarked Platform, including removing certain Doormarked functionality.

**7.4.1.** Doormarked will inform you by email if the fee is to be altered. You can then decide if you want to continue to use the Platform.

7.4.2. Your continued use of the Platform after the proposed fee modification has been notified, will be considered acceptance of the proposed fee modification.

## **8. Payment**

**8.1.** We will invoice you for any fee owed.

**8.2.** Any fees owed must be paid in British Pounds Sterling within 7 days of the date of our invoice. If you do not pay within the period set out above, we are entitled to suspend any further provision of access to the Doormarked Platform and cancel any future access which have been ordered or otherwise arranged by you.

**8.3.** You agree that, except where otherwise specified in these Terms, these fees are not refundable on any basis.

**8.4.** You agree not to issue a chargeback via your bank in relation to any fees charged by us. If you do so you accept that you will be liable for our costs in dealing with the chargeback and recovering any fees properly due to us under these Terms.

## **9. Refunds**

**9.1.** Refunds will be in the form of cash and paid in British Pounds Sterling back to the issuing account.

**9.2.** Admission Fee elements of the Introduction Fee are refundable under certain circumstances. Please see the Introduction Fee Policy linked here for further details.

## **10. Prohibited uses**

**10.1.** You agree that you will not use the Platform in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect. This includes submitting, posting, sharing or communicating any false, misleading or deceptive information of any kind, impersonating another person or entity or misrepresenting your affiliation with another person or entity.

**10.2.** You agree that you will not use the Platform to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists (data mining).

## **11. Security**

**11.1.** You agree to abide by all applicable laws, regulations and codes of conduct in force from time to time in respect of your use of our Platform. You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our

Platform via a denial-of-service attack or a distributed denial-of-service attack or in any other way interrupt or attempt to interrupt the operation of our Platform.

**11.2.** We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platforms in order to access our Platform. You should use your own virus protection software.

## **12. Links to other sites**

**12.1.** Certain links, including hypertext links, on our Platform may take you outside our Platform. Such links are provided for your convenience and information only and inclusion of any link does not signify express or implied endorsement or approval by us of the linked site, its operator or its content. We are not responsible for the content of any linked website and accept no responsibility for any errors, omissions or misleading statements on any such linked site or for any loss or damage that may arise from your use of the same.

## **13. Platform access and availability**

**13.1.** We will use all reasonable endeavours to ensure that our Platform is fully operational at all times. However, we do not guarantee that access to our Platform will always be available or be uninterrupted. If the need arises, we may, without notice, suspend access to our Platform, on a temporary or permanent basis (including without limitation if you breach these Terms or if we need to revise the content of our Platform). We reserve the right to amend the content of our Platform or to withdraw or amend the service we provide on our Platform without notice. We will not be liable to you if for any reason our Platform is unavailable at any time or for any period.

**13.2.** You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **14. Intellectual property**

**14.1.** We are the owner or the licensee of all intellectual property rights (including without limitation copyright, and registered and unregistered trademarks and designs) in our Platform and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved; however, permission is granted to electronically copy and print in hard copy extracts from our Platform for your personal reference solely in connection with the obtaining of information through our site. Any other use of materials on our Platform (including without limitation use or reproduction for purposes other than those set out above and any alteration, modification, distribution, or republication of materials) is strictly prohibited without our prior written permission.

**14.2.** Subject to your agreement and compliance with these Terms, at our discretion we grant you a non-transferable, non-exclusive, non-sublicensable right to access and use the Platform until your account is deactivated (whether by you or us).

## **15. Suspension and or termination**

**15.1.** You can stop using our Platform any time.

**15.2.** We reserve the right to suspend or terminate your access to the Platform at any time, with or without cause, and with or without notice if:

15.2.1. You appear to us to be breaching these Terms.

15.2.2. You use the Platform in any way that would cause us legal liability or disrupt others' use of the Platform.

**15.3.** If we determine that a breach has occurred or you use the Platform in any way that would cause us legal liability or disrupt others' use of the Platform, we may take any additional action we deem appropriate, including:

15.3.1. Immediate, temporary or permanent withdrawal of your right to use our Platform (including suspension or termination of your account).

15.3.2. Immediate, temporary or permanent removal of any of your User Content.

15.3.3. Legal proceedings against you.

15.3.4. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

**15.4.** If we suspend or terminate your use, we will try to let you know with reasonable advance notice, via the email address associated with your account to remedy the activity that prompted us to contact you. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Platform.

**15.5.** There may be some cases where we may suspend or terminate your use immediately, without providing any notice. E.g. If:

15.5.1. You're repeatedly or flagrantly in breach of these Terms.

15.5.2. Giving notice would cause us legal liability or compromise our ability to provide the Platform to our other users.

15.5.3. We're prohibited from doing so by law.

**15.6.** If we terminate your access for breach of these terms no refund of any fees paid to Doormarked Ltd relating to your use of the Platform will be offered. If we terminate your access for any other reason than breach of these Terms, or at our sole discretion, then we may refund a portion of fees paid on a pro-rate basis.



## 16. Limitation of liability

**16.1.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so or affect any of your statutory rights. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation, or in relation to any consumer laws or rights as applicable.

**16.2. Insofar as is permitted by law, we make no representation, warranty, or guarantee of any kind, whether expressed or implied, that the Platform or Services we facilitate via the Platform will meet your requirements or expectations, that they will be fit for a particular purpose, that success or any other specific results may be achieved, or that they will be error-free, timely or reliable. The Platform is provided solely in order to connect the general public and Independent Property Advisors and facilitate access to different property strategies (Services). We are not a party to any transactions or other relationships between Users or to any disputes between Users. We do not accept any liability for the acts or omissions of other Users. Any claims must be made directly against the User concerned. You use the Platform solely at your own risk.**

**16.3.** In particular, insofar as is permitted by law, without limitation, we give no representation or warranties about the accuracy, completeness, or suitability for any purpose of the information published on our Platform. The information available on our Platform is intended for general information purposes only. It is not intended to constitute advice or guidance upon which you may rely and is not a substitute for professional, financial, care, legal or tax advice based on your personal circumstances. All Users are advised to seek independent professional advice before acting on anything contained in or on our Platform. The information may be incorrect or out of date and/or may not constitute a complete or definitive statement of the subject matter.

**16.4.** If you are a Provider User (or a Client User using the Platform for business purposes):

16.4.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.

16.4.2. This is a comprehensive exclusion of liability that applies to all damages of any kind. In particular, we will not be liable for:

16.4.2.1. loss of profits, sales, business or revenue;

16.4.2.2. business interruption;

16.4.2.3. loss of anticipated savings;

16.4.2.4. loss of business opportunity, goodwill or reputation; or

16.4.2.5. any indirect or consequential loss or damage.

**16.5.** If you are a Client User using the Platform for personal purposes:

16.5.1. Please note that we only provide our Platform to you for domestic and private use. You agree not to use our Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**16.6.** In any event, our total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with these Terms or the Platform shall not in any circumstances exceed the greater of the amount you have paid Doormarked in fees in the previous 12 months, or £100.

## **17. Indemnity**

**17.1.** You agree to indemnify us against any losses, damages, fines, actual or threatened legal proceedings or claims issued against or suffered by us related in any way to your breach of the Terms.

## **18. Disputes**

**18.1.** In the event that you have a dispute with us, please contact us directly so a resolution can be found. We will take into account reasonable requests to work through the dispute through alternative dispute resolution methods such as mediation.

## **19. General**

**19.1.** Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms.

**19.2.** We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.

**19.3.** If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be severable and deemed to be removed from these Terms and shall not affect the validity and enforceability of any remaining terms.

**19.4.** These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of England and Wales, and you irrevocably submit to the jurisdiction of the Courts of England and Wales and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

## **20. Changes to these terms**

We reserve the right to make changes to these Terms from time to time at our sole discretion. Any changes will be notified to you either by email or on your next log into the Platform and will be effective immediately. Your use of the Platform will be subject to the most recent version of the Terms as updated from time to time. Please check back frequently for the latest version of our Terms.

## **21. Contact us**

If you have any questions/concerns about these Terms and Conditions or about material which appears on our Platform, please do not hesitate to contact us by email to [contactus@doormarked.com](mailto:contactus@doormarked.com).