TERMS OF USE

David Coleman & Company
Website: www.davidcoleman.uk.com
Last updated: 17 November 2026

1. About these Terms of Use

These Terms of Use govern your access to and use of the website www.davidcoleman.uk.com ("the Website").

The Website is operated by David Coleman Limited, trading as David Coleman & Company ("we", "us", "our" or "the Company").

By accessing or using this Website, you agree to comply with these Terms of Use. If you do not agree with any part of these terms, you should discontinue using the Website.

These terms apply to visitors and users of the Website and should be read alongside our Privacy Policy and Cookie Policy.

2. Company information

The Website is operated by:

David Coleman Limited
Trading as David Coleman & Company

Company registration number: 10103513

Registered office:
Arundales, Stowe House
1688 High Street
Knowle
Solihull
B93 0LY

Business correspondence address:

First Floor Rear
1882 Pershore Road

Kings Norton
Birmingham
B30 3AS

Telephone: 0121 655 0998
Email: dcoleman@davidcoleman.uk.com

3. Purpose of the Website

The Website provides general information about David Coleman & Company's business, professional services and activities.

These may include:

- Residential block and property management.
- Lease extensions and lease renewals.
- Freehold acquisitions and leasehold enfranchisement.
- Service charge and ground rent administration.
- Client money handling.
- General property-related information and guidance.
- Contact and enquiry facilities.
- Access to online payment facilities.

The information provided on this Website is intended for general information purposes and does not constitute a formal offer to provide professional services.

Any professional services provided by the Company will be subject to separate instructions, engagement terms, management agreements or other applicable contractual arrangements.

4. Accuracy of website information

We make reasonable efforts to ensure that the information published on this Website is accurate, current and complete.

However, information may occasionally contain errors, omissions or become outdated.

We do not guarantee that:

- All information is entirely accurate or complete.
- The Website will always be available or uninterrupted.
- Website content will always be up to date.
- The Website will be free from technical errors or defects.

We reserve the right to amend, update, remove or discontinue any part of the Website without prior notice.

Nothing on this Website should be relied upon as a substitute for obtaining appropriate professional, legal, financial or valuation advice.

5. Intellectual property and copyright

Unless otherwise stated, all content published on this Website is owned by or licensed to David Coleman Limited.

This includes:

- Written content and descriptions.
- Photographs and images.
- Logos and branding.
- Graphics and design elements.
- Website layouts and materials.
- Documents and downloadable resources.

All intellectual property rights are reserved.

You may access and use the Website to obtain information about our services, make enquiries and use facilities made available for their intended purposes. You may view, download and print content for your own personal, non-commercial use, provided that:

- The content is not altered or misrepresented;

- Copyright, attribution and other ownership notices remain intact; and
- The content is not reproduced or distributed for commercial purposes without our written permission.

Except as expressly permitted above, with the relevant rights holder's prior written permission, or as permitted by law, you must not:

- Copy, reproduce, republish, distribute, sell or otherwise commercially exploit the content;
- Modify the content or create derivative works from it; or
- Frame or embed the Website or content within another website or platform.

Accessing or using the Website does not transfer ownership of, or grant any rights in, the Website or content beyond the permissions expressly set out in these Terms of Use.

6. Acceptable use of the Website

You agree to use the Website responsibly, lawfully and in accordance with these Terms of Use.

You must not carry out, attempt to carry out, or knowingly assist or encourage another person to carry out any of the following activities:

- Use the Website for any unlawful, fraudulent or malicious purpose.
- Use the Website in a way that infringes another person's privacy, data protection, intellectual property or other legal rights.
- Use the Website to harass, threaten, intimidate or otherwise abuse any person.
- Publish or transmit material that is defamatory, unlawfully discriminatory, misleading or otherwise unlawful.
- Gain unauthorised access to the Website, its underlying systems, restricted areas or confidential information.
- Introduce viruses, trojan horses, malware or other harmful software or code.
- Tamper with, damage, make unauthorised modifications to, or otherwise interfere with the operation, security or performance of the Website or its underlying systems.

- Disrupt or obstruct another person's lawful use of the Website.
- Use the Website to send or facilitate unsolicited advertising, promotional messages or other spam.
- Use data mining tools, robots, screen scraping or similar automated data-gathering or extraction methods to access, extract, scrape or reproduce Website content without our prior written permission, except to the extent permitted by applicable law notwithstanding this restriction.
- Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of software made available through the Website, except to the extent permitted by applicable law notwithstanding this restriction.
- Misrepresent your identity or your relationship with us, or falsely suggest that we endorse or approve you, your activities or your content.

We may restrict or suspend access to the Website where we reasonably believe these Terms of Use have been breached. Any suspension, restriction or termination of access will be subject to section 15.

7. Enquiries and information submitted through the Website

Where the Website allows you to submit enquiries, requests or other information, you agree that the information you provide will be accurate and lawful.

You should not submit confidential, sensitive or commercially restricted information unless it is necessary and appropriate to do so.

Submitting an enquiry through the Website does not automatically create a contractual relationship or establish an instruction for professional services.

Any appointment or engagement will be subject to our acceptance of the instruction and any applicable engagement terms.

We will handle personal information submitted through the Website in accordance with our Privacy Policy.

8. Online payments

Where the Website provides access to online payment facilities, users must ensure that payment information and transaction details are accurate.

Online payments may be processed through third-party payment providers.

By using an online payment facility, you may also be subject to the relevant payment provider's terms and conditions.

We are not responsible for technical failures, interruptions or security incidents arising solely within third-party payment systems, although this does not affect any legal responsibilities that cannot lawfully be excluded.

A payment made through the Website does not necessarily constitute settlement of an account until the payment has been successfully received and appropriately allocated.

Any applicable payment deadlines, service charge obligations, ground rent obligations, interest provisions or other account requirements remain governed by the relevant lease, agreement, legislation or other applicable contractual arrangements.

If you experience difficulty making a payment, please contact us using the details provided on this Website.

9. Third-party websites and external links

The Website may contain links to third-party websites, payment services or external resources.

These links are provided for convenience and informational purposes.

We do not control or accept responsibility for:

- The content of external websites.
- The accuracy of information published by third parties.
- The security or availability of external websites.
- The privacy practices of third-party organisations.
- Any products or services provided by external organisations.

The inclusion of an external link does not necessarily constitute an endorsement or recommendation by David Coleman & Company.

Users access third-party websites at their own discretion and should review the relevant terms and privacy policies.

10. Website availability and security

We aim to maintain a reliable and secure Website.

However, we cannot guarantee uninterrupted access or that the Website will always be free from technical problems, viruses or other harmful components.

We may temporarily suspend access for maintenance, security updates, technical improvements or other operational reasons.

You are responsible for ensuring that your own devices and systems have appropriate security protection when accessing the Website.

11. Limitation of liability

Nothing in these Terms of Use excludes or limits our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

We make reasonable efforts to ensure that the information provided on our Website is accurate and up to date. However, the information is provided for general information purposes only and does not constitute legal, financial or insurance advice. You should not rely on information published on the Website as a substitute for obtaining advice appropriate to your individual circumstances.

To the fullest extent permitted by law, we shall not be liable for any loss or damage arising from your reliance on general information published on the Website without obtaining appropriate professional advice where necessary.

We do not guarantee that the Website will always be available, uninterrupted or free from errors or technical issues. We shall not be liable for any loss or damage arising from temporary Website unavailability, interruptions or

technical problems affecting access to or use of the Website, except where such loss or damage results from our failure to meet an applicable legal obligation.

Our Website may contain links to third-party websites or use third-party services, including Stripe for payment processing. These websites and services are not under our control, and we are not responsible for their content, availability, security or privacy practices. Your use of third-party websites and services may be subject to their own terms and conditions and privacy policies.

Where payments are made through our Website, payment processing may be provided by Stripe. We shall not be responsible for technical failures or interruptions arising within Stripe's systems, except where we are legally responsible for the relevant issue.

Where you purchase property management or insurance-related services from us, those services will be provided subject to the relevant agreement, terms and conditions or other contractual documentation applicable to the services. Any limitations or exclusions of liability relating to the provision of those services will be set out in the relevant documentation. These Website Terms of Use do not replace or override those contractual arrangements.

Where we provide property management services, our liability in connection with those services will be governed by the relevant property management agreement and applicable law.

Where we undertake insurance-related activities, including arranging, advising on or administering insurance policies for managed properties, nothing in these Terms of Use excludes or restricts any liability or obligation arising under applicable financial services legislation, FCA rules or other regulatory requirements.

Subject to the provisions above and to the fullest extent permitted by law, our total liability to you arising out of or in connection with your use of the Website, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £1,000,000 (one million pounds).

To the fullest extent permitted by law, we shall not be liable for any indirect or consequential loss or damage, including loss of profit, loss of business, loss of business opportunity, loss of anticipated savings or loss of goodwill, arising from or in connection with your use of, or inability to use, the Website.

If you use the Website for business purposes, then, subject to any liability that cannot lawfully be excluded or limited, we shall not be liable for loss of profit, loss of business, business interruption or loss of business opportunity arising from your use of, or inability to use, the Website.

Nothing in these Terms of Use affects your statutory rights as a consumer or any rights or remedies you may have under applicable law.

12. Indemnity

You agree to be responsible for losses or reasonable costs incurred by us where these arise directly from your unlawful use of the Website or your deliberate or negligent breach of these Terms of Use.

Nothing in this section requires you to indemnify us for losses resulting from our own negligence, breach of contract or unlawful conduct.

13. Privacy and data protection

We respect the privacy of visitors to our Website.

Any personal information collected through the Website will be processed in accordance with our Privacy Policy and applicable UK data protection legislation.

Our Privacy Policy explains:

- What personal information we collect.
- How and why we use personal information.
- When information may be shared with third parties.
- How information is stored and protected.
- Your rights under data protection legislation.

You can view our full Privacy Policy here.

Our Cookie Policy explains how cookies and similar technologies are used on the Website. You can access our Cookie Policy here.

14. Changes to these Terms of Use

We reserve the right to amend or update these Terms of Use at any time.

Any changes will be published on this page, together with an updated revision date.

Your continued use of the Website following publication of revised terms will constitute acceptance of those terms to the extent permitted by law.

We recommend reviewing this page periodically.

15. Suspension or termination of access

We may suspend, restrict or terminate access to the Website, or any part of it, where reasonably necessary for security, maintenance, operational or legal reasons.

We may also restrict access where we reasonably believe a user has breached these Terms of Use.

Such action will not affect any existing contractual rights or obligations between the Company and its clients.

16. Severability

If any provision of these Terms of Use is found to be unlawful, invalid or unenforceable, that provision shall be treated as severable.

The remaining provisions shall continue to apply to the fullest extent permitted by law.

17. No waiver

If we do not exercise or enforce any right under these Terms of Use immediately, this does not mean that we waive that right.

Any waiver must be made expressly and in writing.

18. Governing law and jurisdiction

These Terms of Use and any dispute arising from your use of the Website shall be governed by the laws of England and Wales.

The courts of England and Wales shall have jurisdiction over disputes relating to these Terms of Use, subject to any mandatory legal rights that apply to consumers or other users.

19. Contact information

If you have any questions about these Terms of Use or experience any problems using the Website, please contact us:

David Coleman Limited
Trading as David Coleman & Company

First Floor Rear
1882 Pershore Road
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Telephone: 0121 655 0998

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End of Terms of Use