
LEGAL

LifeCare Residences Limited

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Registered in England and Wales Number 5110137

TERMS AND CONDITIONS

This Site (“the Site”) is subject to the following terms and conditions (“Terms”). By proceeding to view this Site or any part of it, you acknowledge that you have read, understood and accepted these Terms, which shall constitute the entire binding agreement between you and LifeCare Residences Ltd (“LifeCare Residences”), who control and operate the Site, in respect of your use of the Site. No other terms shall apply. These Terms may be varied by LifeCare Residences Ltd from time to time and the revised Terms will be deemed to apply at the relevant time in respect of your registration and/or use of the Site.

If you breach any of these Terms, your permission to use the Site automatically terminates and you must immediately destroy any downloaded extracts from the Site.

ACCURACY OF INFORMATION ON OUR SITE

This Site includes marketing material produced by LifeCare Residences in respect of retirement villages built or in the process of being built by LifeCare Residences and its group companies (“Retirement Villages”). The Site is intended to assist, amongst others, prospective clients of LifeCare Residences who may be interested in acquiring apartments or residing in our nursing homes located within the Retirement Villages. These terms and conditions relate to such marketing material and how it can be used and downloaded by the user only. The Site does not constitute an offer to enter into any form of negotiation or agreement in respect of any of the Retirement Villages or any part of the same nor does it constitute a representation that any specific property or Development will remain open for acquisition for any specific period of time.

The Site and its contents are presented in good faith and LifeCare Residences and its group companies have made all reasonable endeavours to ensure that material contained within it is accurate but it should not be taken as a substitute for a client’s further enquiries including but not limited to site visits, discussions with our sales office, independent legal and financial advice.

Nothing in this clause is intended to exclude or limit liability for fraud or for fraudulent misrepresentation or any other liability which may not be legally excluded or limited.

LifeCare Residences believes all information on the Site is up to date at the time it is posted. LifeCare Residences reserves the right to add, alter or delete material from the Site at any time and may, at any time, revise these Terms without notifying you. You are bound by any such amendments and LifeCare Residences therefore advise that you periodically visit this page to review the current Terms.

Whilst LifeCare Residences uses reasonable efforts to include accurate information in the Site, it makes no warranties or representations as to the accuracy of any information given and all such warranties (whether implied or otherwise) are excluded to the extent permitted by law. LifeCare Residences excludes all liability for any errors or omissions in the content of the Site to the fullest extent permitted by law.

Any information contained on the Site are for guidance purposes only. The accuracy of any information, description, dimensions, references to condition, necessary permissions for use and occupation and other details contained in the Site is not guaranteed and is for general guidance only and prospective purchasers or residents must not rely on them as statements of fact or representations and must satisfy themselves as to their accuracy. Neither LifeCare Residences nor any of its employees or representatives has any authority to make or give any representation or warranty or enter into any contract whatever in relation to the property.

LifeCare Residences advises that you take appropriate steps to verify any information upon which you wish to rely. To find out more about a retirement village, please visit the sales office or village office during opening hours and speak to one of our staff.

LINKING TO THIRD PARTY WEBSITES

The Site may be hypertext linked to websites operated by third parties for reference and information purposes only. LifeCare Residences has not reviewed and cannot be responsible for the privacy policies and practices of other websites even if you access them using links from the Site and recommends that you check the terms and conditions and privacy policy of each website you visit and contact its owner or operator if you have any concerns or questions. Likewise, if you linked to the Site from a third party website, LifeCare Residences cannot be responsible for the privacy policies and practices of the owners or operators of that third party website and recommend that you check the policy of that third party website and contact its owner or operator if you have any concerns or questions. LifeCare Residences makes no warranties or representations in respect of any linked third parties' websites. LifeCare Residences excludes all liability for loss or damage to the fullest extent permitted by law arising in respect of any content on such websites.

For the avoidance of doubt, the presence of a link to a third party website will not be deemed to be a recommendation of such websites or any advice or information on them by LifeCare Residences.

OUR LIABILITY

The Site and the information contained on it is provided on an 'as-is' basis and LifeCare Residences shall not be liable to you in respect of the Site or the use, accessing, downloading or relying on any information contained or referred to on the Site.

LifeCare Residences excludes all liability to the fullest extent permitted by law whether in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise for (but not limited to) any loss of profit, loss of revenue, loss of anticipated savings, loss or corruption of data due to viruses or otherwise, loss of contract or opportunity, loss of goodwill or indirect or consequential loss of whatever nature including (without limit) any loss of a type described above which could be regarded as indirect or consequential and whether or not reasonably foreseeable by you, a third party or LifeCare Residences in connection with the Site.

Whilst LifeCare Residences makes reasonable attempts to exclude viruses and other harmful components from the Site, its content or server, it cannot guarantee such exclusion and makes no warranty to that it makes such exclusion, to the extent permitted by law excludes all liability for viruses which may be downloaded from the

Site. LifeCare Residences recommends that you take all appropriate safeguards prior to downloading information from the Site.

LifeCare Residences excludes all implied warranties to the fullest extent permitted by English law.

For the avoidance of doubt, nothing in the Terms will exclude or limit the liability of LifeCare Residences in respect of death or personal injury due to the negligence or fraud of LifeCare Residences.

INTELLECTUAL PROPERTY AND COPYRIGHT

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USE

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INTERNATIONAL USE

The Site complies with English law. If you are not based in the UK, then you are not authorized to use the Site and LifeCare Residences will not be responsible for any loss or liability arising as a result of any such unauthorised access.

CHANGES TO THE SITE

The format and content of the Site may be changed at any time without notice. Its operation may be suspended or discontinued for support or maintenance work, in order to update its content or for any other reason. Access may be terminated either in relation to specific users or generally at any time and without notice.

PRIVACY STATEMENT

Personal details provided through this web-site will be used in accordance with our Privacy Statement. By providing your personal details you are consenting to its use in accordance with our Privacy Statement.

INFORMATION PROVIDED TO US

If any user of the Site, or any other person, that views a LifeCare Residences published document responds with any information or feedback such as questions, comments, suggestions, or the like, such information will be deemed to be non-confidential and LifeCare Residences is at liberty to use, reproduce, disclose and distribute that information to any other person.

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