**Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WHEN USING Hollands Harare ("https://hollands.property.co.zw/").

**1. INTRODUCTION**

1.1 "We" are Hollands Harare and our address is 4 Donaldson Lane, Avondale, Harare, Zimbabwe. Our phone number is +263 242 741 327

1.2 We provide this website, further referred to as the “site”, for the convenience of buyers, tenants, investors and browsers interested in immovable property.

1.3 These terms and conditions are deemed to include our privacy policy and are collectively known as "these Terms".

1.4 When you use this Site, you agree to be bound by these terms and conditions. If you do not agree to be bound by these Terms, you may not use this Site.

1.5 Certain uses of this Site are prohibited and amount to a misuse of our systems and the Site.

1.6 You may print and keep a copy of these Terms. They are a legal agreement between us and can only be modified with our consent. We may change these Terms at our discretion by changing them on the Site. The current version of these Terms will apply whenever you use this Site.

1.7 By viewing any pages that constitute this Site, a person becomes a 'user' and agree to the terms and conditions of use below:

**2. PRIVACY**

2.1 All communications from us will provide a clear hyperlink where you can reverse your permission or deregister.

2.2 We intend using any personal or organisational particulars you submit to us via email, telephone, or the submission forms on this site only to respond to any specific request for information you have made on the site, and, with the exception of possible communication and use of this information in terms of 2.3 and 2.4 below, will not use this information in any other

way or disclose it to any third party without your express written consent, unless forced to do so by law.

2.3 If we offer or supply a service to you that is provided on our behalf by a third party we may have to pass your Information to them in order to deliver the service. By using this site you consent to us providing your Information to the third parties licensed by us to provide such services. We may also use third parties to provide services on our behalf which may include processing (but not using themselves) your Information. In any case, we will not pass your data to anyone who is not also registered with the Data Protection Act or is not subject to these or similar provisions in our contract with them, and we will not allow the third party to use your Information commercially without your consent.

2.4 As a result of your electronic or other communication with us, we may request permission to send electronic messages or other communications of a commercial nature to you, permission that must be explicitly granted by you before we will send such communications. We may also use this information to compile profiles for statistical purposes and use such profiles in the course of our business, but these profiles or statistical data will never be able to be linked to your specific profile and contact details by any third party.

2.5 Like many websites, we use "cookies" to enable us to personalise your visits to this website, simplify the signing-in procedure, keep track of your preferences and to track the usage of this website. Cookies are small pieces of information that are stored in the hard drive of your computer by your browser. Your browser will have the option to prevent websites using cookies, but please note that this may reduce the functionality of this Site and other websites.

2.6 You may request the deletion of your data by contacting us on letting@hollandre.co.zw.

**3. COPYRIGHT**

3.1 All the content on this web site, including any and all graphics, text, icons, hyperlinks, private information, designs, trademarks, software, databases and agreements, is the intellectual property of Hollands Harare and is protected by local and international law dealing with copyright and intellectual property rights.

3.2 Hollands Harare is our registered trademark.You may not use or copy it without our prior written consent.

3.3 All rights to this content are reserved, and such content may not be reproduced without the express permission in writing from us. All rights not specifically granted in terms of these terms and conditions or by special permission are reserved.

3.4 No business, person or web site may frame this site or any of the pages on this site in any way whatsoever without the permission in writing from us.

**4. BLACKLISTING**

We reserve the right to blacklist users from this site and/or restrict or block their access or use of any and all elements of our services, on a permanent or temporary basis at our sole discretion. Any such user shall be notified and must not then attempt to use this Site under any other name or through any other user.

**5. DISCLAIMER**

5.1 We, the designers of this site and any of the client's agents or representatives shall not be liable for any damage, loss or liability, however arising, from the use or inability to use this web site or the services, content or information provided on and through this web site.

5.2 We make no express or implied representations or warranties that the content and service available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to (type in the word support then) property.co.zw. We shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.

5.3 This website is available via the internet for any user with access, to view 'as is', and has not been compiled or designed to meet each user's individual requirements. We will not be held responsible for any inconvenience, loss or damage that a user may suffer as a result of failure to meet such requirements. Users are encouraged to give any feedback or comments on the site to the person mentioned in clause 3.2 above.

**6. SECURITY**

6.1 Any legal person that delivers or attempts to deliver any damaging code to this web Site, to gain unauthorised access to any page on this web site, to tamper with any of the content or pages that constitute this web site or duplicate such pages or content shall be prosecuted to the full extent of the law, and civil damages shall be claimed in the event that we suffer any damage or loss as a result of such actions.

6.2 Whilst we endeavour to ensure that any material available for downloading from this Site is not contaminated in any way, we do not warrant that such material will be free from infection, viruses and/or similar code.

**7. DISPUTES**

All disputes in terms of this agreement or relating to the use or inability to use this web site shall be settled by arbitration conducted in English. Such arbitration shall be held in Harare, and the unsuccessful party shall pay all costs incurred by the successful party in attending and preparing for such arbitration.

**8. WHOLE AGREEMENT**

8.1 This agreement constitutes the whole agreement between us and the user, and no terms and conditions that are not expressly stated in this agreement may be implied by either party.

8.2 We reserve the right to change this agreement or any part thereof at any time without notice, such changes being deemed to come into effect as soon as they are incorporated in this agreement and viewable on the site.