

Terms & Conditions

1 General

- 1.1 Access to and use of this Website is subject to these Terms of Use and our Privacy Policy. By accessing and using this Website you agree to be bound by and to act in accordance with these Terms of Use and our Privacy Policy. If you do not agree to these Terms of Use or our Privacy Policy, you are not permitted to access and use this Website and you should cease such access and/or use immediately.
- 1.2 If you breach any term of these Terms of Use, your right to access and use this Website shall cease immediately.
- 1.3 We reserve the right to amend these Terms of Use from time to time by amending this page. The amended Terms of Use will be effective from the date they are posted on this Website. As these Terms of Use may be amended from time to time, you should check them whenever you visit this Website. Your continued use of this Website will constitute your acceptance of the amended Terms of Use.

2 Our service

- 2.1 We provide an independent service which enables you to obtain advice and assistance offline (for example over the telephone) after using this Website either from us or from a third party advisor in connection with certain products or services. We will charge you fees and commissions for this service
- 2.2 Please be aware that nothing on this Website is, or shall be deemed to constitute, financial, investment or other advice or a recommendation or endorsement by us. Information on this Website is provided for general information purposes only and should not be relied upon by you. You should always check the suitability, adequacy and appropriateness of the product or service that is of interest to you and it is your sole decision whether to obtain or refrain from obtaining any product or service. You should consider seeking independent professional advice before you obtain any product or service via this Website.
- 2.3 Please be aware that nothing on this Website is, or shall be deemed to constitute, an offer by us or any third party to sell to you any product or service or to enter into any contract with you in respect of any product or service. By submitting your details, you are making an offer to obtain the relevant product or service from the relevant third party on its terms and conditions that may be accepted or rejected. The contract for the product or service will only be concluded once your offer has been accepted. You will receive confirmation when your offer has been accepted.
- 2.4 We aim to provide uninterrupted access to this Website. However, we reserve the right to suspend, restrict or terminate your access to this Website at any time.
- 2.5 We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on this Website from time to time.

3 Permitted use

- 3.1 You are only permitted to access and use this Website for your personal, non-commercial purposes, meaning this Website may only be accessed and used directly by a private individual or by a business to seek a product or service directly for that individual or business and on their own behalf. Access to and use of this Website other than for your personal, non-commercial purposes is strictly prohibited.
- 3.2 You are not permitted to use this Website:
- In any unlawful, fraudulent or commercial manner.
 - To harm, threaten, abuse, embarrass, defame, libel, intimidate or harass another person, or in a way that invades another person's privacy or is obscene, offensive, hateful, indecent, inappropriate, objectionable, unacceptable, discriminatory or damaging as determined by us.
 - To create, check, confirm, update, modify or amend your own or another person's databases, records or directories.
 - To tamper with, modify, reverse engineer or amend any part of this Website.
 - In a way that interferes with, disrupts or imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us.
 - Using any automated software, process, program or system, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system.
- 3.3 You may operate a link to this Website provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to this Website in such a way as to suggest or imply any form of association, approval or endorsement by us. We reserve the right to require you to immediately remove any link to this Website at any time and we may withdraw any linking permission at any time.

4 Intellectual property rights

- 4.1 The copyright in the information, content, material or data displayed on this Website belongs to us or our licensors. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on this Website for your own personal use, subject to the following conditions:
- It may not be used for any commercial purposes and may not be commercially exploited, published, distributed, extracted, re-utilised or reproduced without our prior written consent.
 - You may not use any automated software, process, program or system, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system.
 - It may not be sold or transferred to any third party.
 - The copy must retain any copyright or other intellectual property notices contained in the original material.
 - Images displayed on this Website are protected by copyright and may not be reproduced or appropriated in any manner without the prior written consent of their respective owner(s).
 - No logos, trade marks or service marks displayed on this Website may be printed or downloaded, except as part of the text of which they form part.
 - You must not modify the paper or digital copies of such information, content, material or data.
 - It may not be excerpted, utilised, used, reproduced, published, reformatted and/or displayed on any other website without our prior written consent
 - The status of us and our licensors as the authors of such information, content, material or data must be acknowledged.
- 4.2 All intellectual property rights including, without limitation, all copyright, design rights, patents, inventions, logos, business names, trading names, service marks and trade marks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in and relating to this Website (including information, content, material or data displayed on it) belong to us or our licensors and all such rights are reserved.
- 4.3 Except as set out elsewhere in these Terms of Use, none of the intellectual property rights belonging to us or our licensors in and relating to this Website (including information, content, material or data displayed on it) may be used, copied, modified, published, extracted, utilised, transmitted, displayed, sold, excerpted, reverse engineered, made available, reproduced, reformatted or distributed by you without our prior written consent.
- 4.4 All rights in any of our trading names or trading styles are owned by us.
- 4.5 You shall retain ownership of any views, opinions, reviews, ratings, comments, content or material you submit, display, distribute, upload, post, share, publish or otherwise make publicly available on or through this Website ("**User Content**"). You grant us a perpetual, irrevocable, transferable, worldwide, royalty free and unlimited licence to use, modify, keep, share, sell, save, copy, distribute, publish, display, excerpt, reproduce, utilise, extract, make available and transmit such User Content in any manner and for any purpose.

Sections 5, 6 and 7 are important and you should read them carefully as they exclude or limit our liability to you and detail your responsibilities.

5 Limits to our liability

- 5.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation.
- 5.2 Whilst we use reasonable endeavours to ensure that information on this Website is accurate and up to date and to correct errors as soon as we are able to after becoming aware of them, we do not check, monitor, review, verify or endorse, and we are not responsible or liable for any loss or damage you may suffer or incur in connection with, any information, content, material or data collected from or provided by third parties which is displayed on or is otherwise available from this Website or any third party websites. Such information, content, material or data may be inaccurate, incomplete or out of date. It is your responsibility to check that such information, content, material or data is accurate, complete, correct and up to date.
- 5.3 Any views, opinions, advice, reviews, ratings or comments on this Website or any third party websites which are made by third parties (including User Content as described in paragraph 4.5) do not represent our views, opinions or advice, should not be relied upon by you and are not checked, monitored, reviewed, verified or endorsed by us. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice, reviews, ratings or comments including in relation to their accuracy, truthfulness or completeness.
- 5.4 We do not give any warranty or guarantee that this Website, any third party website or any information, content, material or data on this Website or any third party website is free from viruses,

spyware, malicious software, trojans, worms, logic bombs or anything else which may have a contaminating, harmful or destructive effect on any technology. You must ensure that you use appropriate virus checking software. We are not responsible or liable for any loss or damage you may suffer or incur in this regard where caused by any third party.

5.5 We are not responsible or liable for any loss or damage you may suffer or incur in connection with your use of this Website which is caused by any event beyond our reasonable control including the electronic transmission of information, content, material and data over the internet and the interception or decryption of it by others.

5.6 We are not responsible or liable for any indirect loss or damage you may suffer or incur in connection with your use of this Website (including any loss of savings you expect to make, loss of business or business opportunity, or loss of profit or revenue) or for any loss or damage you may suffer or incur in connection with your use of this Website which was not foreseeable by us when you used this Website.

5.7 We are not responsible or liable for any loss or damage you may suffer or incur in connection with any inability to access and use this Website for any reason.

6 Exclusion of our liability in respect of third party advice, assistance, websites and products or services

6.1 You can apply for a number of products and services via this Website. These products and services are not provided by us but are instead provided by third parties over whom we do not have control. It is your responsibility to satisfy yourself that you wish to obtain any product or service before doing so. We are not responsible or liable for any loss or damage you may suffer or incur in connection with any product or service you obtain after using this Website or for any acts, omissions, errors or defaults of any third party in connection with that product or service.

6.2 Please be aware that the information and descriptions of products and services on this Website may not represent the complete descriptions of all the features and terms and conditions of those products and services. You must ensure that you carefully read all the features and terms and conditions of any product or service before applying for it.

6.3 If you apply for and obtain any product or service, you will be contracting with a third party who will be providing that product or service to you on their own terms and conditions. It is your responsibility to ensure that you understand and agree with those terms and conditions before entering into a contract to obtain that product or service. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions applying to any contract entered into by you with any third party in relation to any product or service or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions.

6.4 We provide links from this Website and from emails sent to you as part of our service to the websites of third parties. These websites are owned and operated by third parties over whom we do not have control. You access and use these third party websites at your sole risk and your sole discretion. You are solely responsible for any use of these third party websites and for any decision to obtain or refrain from obtaining any of the products or services available on such third party websites. Any links to third party websites are provided for your interest and convenience only. We do not endorse, recommend or take responsibility for such third parties, their products or services or their websites. We are not responsible or liable for any loss or damage you may suffer or incur in connection with your use of any third party websites or for any acts, omissions, errors or defaults of any third party in connection with their website.

6.5 Your use of any third party website will be governed by the terms and conditions of use and privacy policy applicable to that website. Such terms and conditions of use and privacy policy will be different from these Terms of Use and our Privacy Policy. It is your responsibility to ensure that you understand and agree with the terms and conditions of use and privacy policy of any third party website before using that website. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions of use or the privacy policy applying to any third party website or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions of use and/or privacy policy.

6.6 Any views, opinions, advice or assistance which is given or provided to you by a third party after you have used this Website do not represent our views, opinions, advice or assistance and are not checked, monitored, reviewed, verified or endorsed by us. We do not endorse, recommend or take responsibility for any third party who provides you with any views, opinions, advice or assistance. You act or refrain from acting on any third party's views, opinions, advice or assistance at your sole risk and your sole discretion and you are solely responsible for any decision to act or refrain from acting on such views, opinions, advice or assistance. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice or assistance including in relation to their accuracy, truthfulness or completeness or for any acts, omissions, errors or defaults of any third party in connection with such views, opinions, advice or assistance.

7 Your responsibilities

7.1 You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide (including User Content as described in paragraph 4.5) is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of this Website or the websites of third parties or any other technology.

- 7.2 You may complete a registration process as part of your use of this Website which may include the creation of a username, password and/or other identification information. Any username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Where you do disclose to or share with anyone your username, password and/or other identification information, you are solely responsible for all activities undertaken on this Website using your username, password and/or other identification information.
- 7.3 You must check and ensure that all information, content, material or data you provide on this Website is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data you provide on this Website is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.
- 7.4 Before you obtain any product or service from a third party, you must check all of the information, content, material or data held by the third party about you to ensure it is correct, complete, accurate and not misleading and that you have disclosed all relevant facts. It is your responsibility to identify and correct any mistakes or errors in the information, content, material or data held by the third party about you before you obtain any product or service. Failure to do so could invalidate the product or service provided by the third party. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data held by the third party about you is not correct, complete and accurate or if it is misleading or if you have failed to disclose all relevant facts.
- 7.5 You must get permission from any other person about whom you propose to provide information before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.
- 7.6 You are solely responsible and liable for your conduct on this Website and for your User Content. You must ensure that:

- You own your User Content or otherwise have the right to grant the licence set out in paragraph 4.5.
- Your User Content does not violate or infringe any privacy rights, intellectual property rights (such as copyright, database rights and trade marks) or other rights of any third party (including any right of confidentiality).
- Your User Content does not violate or infringe any law.
- Your User Content is true, complete, accurate and not misleading where it relates to facts, or is genuinely held where it relates to an opinion.
- Your User Content is not harmful, fraudulent, threatening, defamatory, embarrassing, distressing, infringing, abusive, inflammatory, intimidating, harassing, libellous, stalking, profane, obscene, indecent, inappropriate, hateful, discriminatory or racially, ethnically, sexually or otherwise objectionable.

- 7.7 You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on this Website and/or your User Content.
- 7.8 It is very important before you apply for any product or service that you carefully read the terms and conditions of the product or service, the product or service provider's terms and conditions and any other documentation that applies to the product or service. You must familiarise yourself with all the details of the product or service including any restrictions, exclusions, conditions and obligations which apply to the product or service. It is your responsibility to ensure that the product or service matches your requirements and that you agree to the terms and conditions of the product or service before you apply for it. We accept no responsibility or liability whatsoever for any loss or damage you may suffer or incur in the event that any product or service you apply for does not meet your requirements or is not suitable for you.

8 Your telephone calls

- 8.1 Telephone calls that you make to our customer services help line (where we offer one) may be monitored and/or recorded. This will help us to train our staff and improve our service to you. A recording will only be used under proper and careful supervision.

10 Payment

- 10.1 You agree to pay any fees and/or other charges incurred by you in accordance with any payment provisions set out on this Website from time to time and in accordance with your written agreement with us or any third party introduced to you by us in line with their written terms.
- 10.2 Full payment for products or services where required should be made at the time outlined within our mutual written agreement. Payment methods will be outlined to you and will include cheque, bank transfer and payment by credit card and debit card. We will not pass your card details or payment details to any third without your express written permission. We reserve the right to charge you any handling fees that we or the relevant third party may incur in respect of your application. You will be informed of any such charges before they are incurred.

10.3 Payment for other products or services should be made on the relevant third party website when applying for the product or service.

11 Privacy

11.1 We are committed to protecting your privacy and we treat your privacy very seriously. We process information about you in line with our Privacy Policy. By using this Website, you agree to the way in which we process and deal with your personal information.

11.2 We may disclose your personal information or access your account if required to do so by law, any court, the Financial Services Authority, the Office of Fair Trading or any other applicable regulatory, compliance, Governmental or law enforcement agency.

12 Miscellaneous

12.1 This Website is only intended for use by residents of the United Kingdom. We make no warranty or representation that any product or service referred to on this Website and/or any service we provide is available or otherwise appropriate for use outside of the United Kingdom. If you choose to use this Website from locations outside the United Kingdom, you do so at your sole risk and you are responsible for compliance with all applicable local laws.

12.2 If any provision of these Terms of Use is held to be unlawful, invalid or unenforceable, that provision shall be deemed deleted from these Terms of Use and the validity and enforceability of the remaining provisions of these Terms of Use shall not be affected.

12.3 These Terms of Use constitute the entire agreement between you and us relating to your access to and use of this Website and supercedes any prior agreements (including any previous terms of use of this Website).

12.4 No failure or delay by us in exercising any right under these Terms of Use will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

13 Governing law

13.1 These Terms of Use and your access to and use of this Website shall be governed by and interpreted in accordance with English law.

13.2 Each of you and us submits to the exclusive jurisdiction of the courts of England and Wales in connection with these Terms of Use and your access to and use of this Website (including any claims or disputes).