



Website and email terms of use

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Bath and West Finance Limited

A company registered in England & Wales | 07673439

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Introduction

Thank you for visiting our website. Please read the following information carefully as the following terms of use will apply to your use of the website.

The website is operated by Bath and West Finance Limited, a company registered in England and Wales under company registration number 07673439 having its registered office address at Bury Manor Offices, Woodcroft Lane, Wick, Bristol, BS30 5SH.

Use of our website

These terms of use together with our privacy policy set out the terms and conditions of you using our website.

By accessing or using the website, you are accepting these terms of use and that you agree to be bound by and comply with them. However, if you do not or cannot accept these terms of use you must stop using the website immediately.

These terms of use may change from time to time but by browsing the website you are accepting the terms of use which are in use at that time.

You are responsible for ensuring that anyone else who accesses our website through your internet connection is aware of these terms of use and the policies referred to above and that they comply with them.

Governing law

The website is designed for use within the UK and by accessing the website you are agreeing that the laws of England and Wales will be applicable to any disputes which may arise.

The courts of England and Wales will have exclusive jurisdiction over any claim arising from or related to a visit to the website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

The website is designed for use within the UK only. If you choose to access information on the website from outside of the UK, it is your responsibility to comply with the applicable

local, national or international laws and any use of the website outside of the UK is entirely at your own risk.

No reliance on information

Although we have taken all reasonable care to ensure that the information provided on the website is accurate, we make no representation or warranties of any kind, express or implied, about the accuracy timeliness or completeness of any such information.

We neither warrant nor represent that your use of the website will not infringe the rights of third parties. The content on the website is provided for general information only.

Nothing contained on the website constitutes financial, legal, investment, tax or other advice and is not to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making any appropriate decision.

Limitation of liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

If you are a consumer user nothing in these terms of use affects any statutory right or remedy that you may be entitled to.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with

- The use of, or inability to use, the website
- The use of, or reliance on any content displayed on the website

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue
- business interruption
- loss of anticipated savings
- loss of business opportunity, goodwill or reputation
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide the website for domestic and private use. You agree not to use the website for any commercial or business purposes, and we have no liability to you for any of the points listed above.

We will not be liable for any loss or damage caused by a computer virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any content on it, or on any website linked to it.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services provided to you and will be governed by different terms and conditions.

You have sole responsibility for adequate protection and backup of data and/or equipment used by you in connection with the website and will not make a claim against us for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of such materials.

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

You agree not to use the website to fo the following activities

You may only use our website for lawful purposes and in compliance with all applicable laws, including without limitation data protection and privacy laws, laws relating to copyright of content and laws relating to unsolicited commercial electronic messages.

You must not:

- Commit or encourage any criminal offence, including fraud
- Send via any of the forms provided on the website any material which is offensive, or which may be abusive, indecent or in breach of confidence, copyright, privacy or any other rights
- Circumvent, or attempt to seek to circumvent, any of the security safeguards of the website
- Misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or repetitive requests designed to interrupt, destroy or limit the functionality of any computer software or hardware or to diminish the quality of, interfere with the performance of or impair the functionality of the website
- You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website or that we operate.
- Permit any third party to do any of the above

We will report any breaches set out above to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them, if known. In the event of such a breach, your right to use the website will cease immediately.

Changes to the website

We reserve the right to update the website at any time. Please note that any of the content on the website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the website, or any content on it, will always be available or be uninterrupted. Access to the website is permitted on a temporary basis.

We may suspend, withdraw, discontinue or change all or any part of the website without notice. We will not be liable to you if for any reason the website is unavailable at any time or for any period.

We do not guarantee that the website, or any content on it, will be free from errors or omissions.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You may use the website for your personal use and information and you may make a copy of the pages of the website but only for your personal non-commercial use, provided that you keep all copyright and other proprietary notices intact.

You must not use any part of the content on the website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of the website in breach of these terms of use, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Links to and from third party websites

Links on the website and other websites that we operate may lead to third party websites.

The content, accuracy and function of third party websites is outside of our control and we cannot accept any responsibility for the same and nor do we endorse the contents of such third party websites.

Any dealings that you have with such third party website operators shall be on the terms and conditions (if any) of that website operator, as these terms of use are limited to the websites we operate.

You may create a link to our website from another website, but only if you comply with the following conditions:

- You may only link to the homepage of our website. You must not create a link to any other page of the website, nor frame any page of the website
- You may only link to our website from a website which you own
- You must not suggest that we have any association with you or that we approve or endorse your website or any of your products, services or views unless we expressly agree that you can do so

We reserve the right to require you to remove any link to the website at any time and without giving you prior notice.

Email disclaimers

Email communications we send are confidential and for use by the addressee only. If the message is received by anyone other than the addressee, please return the message to the sender by replying to it and then delete the message from your device and email client.

Email is not necessarily a secure form of communication. We do not accept responsibility or liability for changes made to email communications after they have been sent, for example if they have been unlawfully intercepted and the contents altered.

Whilst we take reasonable care to avoid the transmission of viruses through emails, it is the responsibility of the recipient to ensure that the opening, use or onward transmission of emails and any attachments will not adversely affect their systems or data. We accept no responsibility in this regard, and the recipient should carry out such virus and other checks as they consider appropriate.

The views and opinions conveyed by employees of the company are not necessarily the views and opinions of the company. Our employees are bound by a code of conduct with the company, therefore the company will not accept liability where an employee has breached this code. Employees are responsible for the content of their emails and any liability that arises as a result.

Changes to this policy

We may update these terms of use from time to time. To ensure that you are always up to date on these terms, please check our website regularly at bathandwestfinance.co.uk.