

Terms of Use & Privacy Policy

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WHEN USING www.beconsultancy.co.uk ("this Site"). YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 6 (WARRANTY) AND CLAUSE 7 (LIABILITY).

1. INTRODUCTION

- 1.1 "We" are BE Consultancy Ltd (company number 05742032) and our address is Marlesfield House, 114-116 Main Road, Sidcup, Kent, DA14 6NG. We can also be contacted at enquiries@beconsultancy.co.uk. We only trade in the UK.
- 1.2 These terms and conditions are deemed to include our privacy policy and are collectively known as "these Terms".
- 1.3 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.
- 1.4 Certain uses of this Site are prohibited and amount to a misuse of our systems and the Site. Please refer to clause 3.
- 1.5 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 then current version of these Terms will apply whenever you use this Site.

2. INTELLECTUAL PROPERTY

- 2.1 The copyright and all other intellectual property rights in this Site (including all database rights, trademarks, service marks, trading names, text, graphics, code, files and links) belong to us or our licensor(s). Subject to clause 3, you may download material from this Site for the sole purpose of using this Site. However, you must not copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Site without our prior written consent.
- 2.2 Without limitation to clause 2.1, the devices BE CONSULTANCY logo is our registered trademark. You may not use or copy it without our prior written

consent.

- 2.3 This Site contains links to websites operated by third parties. We have no control over their individual content. We therefore make no warranties or representations as to the accuracy or completeness of any of the information appearing in relation to any linked websites. The links are for your convenience only. We do not recommend any products or services advertised on those websites. If you decide to access any third party website linked from this Site, you do so at your own risk.

3. YOUR OBLIGATIONS AND CONDUCT

- 3.1 You accept that you are solely responsible for ensuring that your computer system meets all relevant technical specification necessary to use this Site and that your computer system is compatible with this Site.
- 3.2 You must not misuse our system or this Site. In particular, you must not hack into, circumvent security or otherwise disrupt the operation of our system and this Site, or attempt to carry out any of the foregoing.
- 3.3 You must not use or attempt to use any automated program (including, without limitation, any spider or other web crawler) to access our system or this Site, or to search, display or obtain links to any part of this Site, other than the home page at www.beconsultancy.co.uk, unless the automated program identifies itself uniquely in the User Agent field and is fully compliant with the Robots Exclusion Protocol (a "Permitted Program"). Any such use or attempted use of an automated program (other than a Permitted Program) shall be a misuse of our system and this Site. Obtaining access to any part of our system or this Site by means of any such automated programs (other than a Permitted Program) is strictly unauthorised.
- 3.4 You must not include links to this Site in any other website without our prior written consent. In particular (but without limiting the foregoing) you must not include in any other website any "deep link" to any page on this Site other than the home page at www.beconsultancy.co.uk without our prior written consent.
- 3.5 You must not upload or use inappropriate or offensive language or content or solicit any commercial services in any communication, form or email you send or submit, from or to the Site.

4. AGREEMENT TO PAY

- 4.1 **Payment for Products.** You agree to pay for all Products you acquire through the Service, and that the BE CONSULTANCY may charge your credit card or for any Products acquired, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING BE CONSULTANCY WITH VALID CREDIT CARD DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card you designate during the registration process.

- 4.2 Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.
- 4.3 Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.
- 4.4 In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.
- 4.5 BE CONSULTANCY will store client card details in a secure encrypted format to be used for debiting when the client has agreed to do so.

5. BARRING FROM THE SITE

- 5.1 We reserve the right to bar 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.

6. WARRANTY

- 6.1 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.
- 6.2 Due to the nature of software and the internet, we do not warrant that your access to, or the running of, this Site will be uninterrupted or error free. We shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.
- 6.3 The information provided on this Site is for general interest only and does not constitute specific advice. Whilst we endeavour to ensure that the information on the Site is accurate, complete and up-to-date we make no warranties or representations that this is the case.
- 6.4 We make no warranty or guarantee that the Site or information available over it complies with laws other than those of England.

7. LIABILITY

- 7.1 Nothing in these Terms will be deemed to exclude our liability to you for death or personal injury arising from our negligence, or for fraudulent misrepresentation.

- 7.2 Subject to clause 7.1, we will not be liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.
- 7.3 Subject to clause 7.1, we do not accept any liability for loss of your password or account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.
- 7.4 We may put in place such systems as we from time to time see fit to prevent automated programs being used to obtain unauthorised access to our system and this Site. You are not permitted to use automated programs for such purposes and any such use or attempted use by you of such automated programs is at your own risk. Subject to clause 7.1, we shall not be liable to you for any consequences arising out of or in connection with any such use or attempted use of automated programs to obtain unauthorised access to our system or this Site.
- 7.5 Subject to clause 7.1, we accept no liability for any loss suffered as a result of your use of this Site or reliance on any information provided on it and exclude such liability to the fullest extent permitted by law.
- 7.6 Subject to clauses 7.1 to 7.4 inclusive, we shall not be liable to you for:
- 7.6.1 any indirect, consequential, special or punitive loss, damage, costs and expenses;
- 7.6.2 loss of profit;
- 7.6.3 loss of business;
- 7.6.4 loss of reputation;
- 7.6.5 depletion of goodwill; or
- 7.6.6 loss of, damage to or corruption of data.

8. LEGAL JURISDICTION

- 8.1 English law shall apply to these Terms. You irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the exclusive jurisdiction of the English courts.

9. NOTICES

- 9.1 All notices shall be given:
- 9.1.1 to us, by email to enquiries@beconsultancy.co.uk or by post to BE CONSULTANCY. Our address is Marlesfield House, 114-116 Main Road, Sidcup, Kent, DA14 6NG;
- 9.1.2 to you, by email to the email address that you provide to us at the point of your registration, as may be amended by you on the Personal Details section of this Site from time to time.
- 9.2 All notices sent by email will be deemed to have been received on receipt (or, when received on a UK national holiday or on a Saturday or a

Sunday, the next working day following the day of receipt). All notice sent by post will be deemed to have been received 3 working days after the date of posting.

10. CUSTOMER FEEDBACK AND QUALITY

- 10.1 We operate a system to ensure that all customer feedback is dealt with fairly and consistently, and is properly recorded. We welcome any suggestions that you make about how we may improve our service. Please write to us at Customer Services, BE CONSULTANCY, Marlesfield House, 114-116 Main Road, Sidcup, Kent, DA14 6NG or e-mail us at enquiries@beconsultancy.co.uk. We aim to acknowledge all customer feedback.
- 10.2 Phone calls directed to ourselves may be recorded for training and quality purposes.

11. GENERAL

- 11.1 We may from time to time change the content of this Site or suspend or discontinue any aspect of this Site, which may include your access to it. Subject to our notifying you to the contrary, any amendments or new content to this Site will be subject to these Terms.
- 11.2 These Terms are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance on any warranty or representation made by us (unless made fraudulently). If a court decides that any part of these Terms cannot be enforced, that particular part of these Terms will not apply, but the rest of these Terms will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under these Terms shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under these Terms. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

12. PRIVACY POLICY

'We' are BE Consultancy Ltd, Marlesfield House, 114-116 Main Road, Sidcup, Kent, DA14 6NG. Company Registration Number: 05742032. We are registered under the Data Protection Act 1998 our Registration Number is: Z219167X.

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your

identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with Data Protection Act 1998.

Introduction

We are committed to protecting your privacy. This policy explains how and for what purposes we use the information collected about you via www.beconsultancy.co.uk (referred to below as "this Site"). Please read this privacy policy carefully. By using this Site and any services we offer via this Site, you are agreeing to be bound by this policy in respect of the information collected about you via this Site.

If you have any queries or comments about the policy, our use of your personal information or wish to unsubscribe from messages from us, please get in touch by emailing www.beconsultancy.co.uk or writing to The Privacy Manager at BE CONSULTANCY, Marlesfield House, 114-116 Main Road, Sidcup, Kent, DA14 6NG. In general, we use the information we collect about you to:

- provide our products and services to you
- pass your messages on to our partners to help them provide more personalised services to you
- provide information services to relevant third parties
- improve the features and services we offer
- support our own marketing and promotion efforts
- keep you informed with information relevant to your interests.

Personal Information Collected

When you visit, register or use the services on this Site, you may be asked to provide certain information about yourself, including your name and your contact details. Finally, we may also collect information from any correspondence that you have with us. Collectively, we refer to this as "Your Information".

How we use Your Information

Your Information will enable us to provide you with access to all parts of this Site and to supply the services and features that you have requested. We may aggregate the information to identify patterns which we can use in our marketing and to help us develop, administer, support and improve our services and features.

We may use Your Information to contact you for your views on our services and to notify you occasionally about important changes or developments to this Site or our services. Where you have consented, we may also use Your Information to contact you with details about any other products or services we or our partners or advertisers offer that may be of interest to you. Where you have consented to being contacted by third parties, we may make Your Information available to

them. If you change your mind about being contacted in the future, please email enquiries@beconsultancy.co.uk and tell us.

Who Has Access To The Information You Provide Or We Collect

We retain access to all personal information that we have collected from you. To enable our service to you to operate effectively, we need to share information about you with mortgage lenders, mortgage advisers, solicitors, estate agents and other partner organisations. 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 e.g. to complete partial addresses or to augment the information we hold about you. In either 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.

If our business enters into a joint venture with or is sold to or merged with another business entity, Your Information may be disclosed to our new business partners or owners.

We will not otherwise disclose, sell or distribute Your Information to any third party without your permission unless we are required to do so by law. Security, storage and transfer of information

We follow strict security procedures to ensure that your personal information is not damaged, destroyed, or disclosed to a third party without your permission (unless they are providing services as outlined in the 'who has access to Your Information' section above) and to prevent unauthorised access to it. The computers that store the information are kept in a secure facility with restricted physical access and we use secure firewalls and other measures to restrict electronic access. If we are working with third parties we will require them to have in place similar measures to protect Your Information. All of the information we collect or record is restricted to our offices. Only employees who need the information to perform a specific job are granted access to personally identifiable information. We will explicitly ask you when we need information to identify you. We may require you to co-operate with our security checks before we disclose information to you.

We will retain Your Information for a reasonable period or for as long as is required by law.

Changes to the policy

We may change this policy from time to time as we add new services or features or in response to changes in the law or our commercial arrangements. Any changes to this policy will be posted on this Site.

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