

TERMS OF USE FOR BROWSER WEBSITE

1 IMPORTANT NOTICE

- 1.1 These terms apply to your use of the Western Pension Solutions website namely www.westernpensionsolutions.com.
- 1.2 These terms should be read in conjunction with the Privacy Notice and Cookies Policy for the website which tells you how we collect and use personal data you provide to us or which we collect.
- 1.3 By accessing or using the website you confirm you have read, understood and agree to be legally bound by these terms and our Privacy Notice and Cookies Policy in their entirety each time you access the website. If you do not agree to these terms and/or the Privacy Notice and Cookies Policy, please do not use the website.

2 INFORMATION ABOUT US

- 2.1 This website is operated by Western Pension Solutions (**we, us, our**).
- 2.2 We are registered in England under company number 11717816 and our registered office is at Vestey Holdings Ltd, 3rd Floor, 7 Howick Place, London, SW1P 1BB.
- 2.3 Our VAT number is 344164904.
- 2.4 To contact us, please email Ben.Fowler@vestey.com

3 USE OF THE WEBSITE

- 3.1 You may use this website for lawful purposes only. You must not use the website in any way that breaches any applicable local, national or international law or regulation or which is in any way unlawful or fraudulent.
- 3.2 You are allowed to access, download and print the materials on this site for your own personal, non commercial use and internal business purposes only.
- 3.3 You must not:
 - 3.3.1 copy (including storing and downloading), distribute, publish, alter, adapt, create derivative works from, or otherwise use the material on this website, either in whole or in part except as expressly permitted by these terms;
 - 3.3.2 remove any copyright, trademark or other intellectual property notices;
 - 3.3.3 use the website to transmit or procure the sending of any unsolicited or unauthorised spam or advertising material;
 - 3.3.4 seek to interfere or damage the website or its content;
 - 3.3.5 frame, embed, harvest, scrape data from or link to this website or its content or use the material on this website, or any part of it, on any other website or social media platform;in each case without first obtaining express written consent from us.

4 CONTENT

- 4.1 The website is intended to provide general information only.

- 4.2 We endeavour to ensure that the material contained on the website is accurate and complete at the date first published. However, we cannot guarantee this and you should recognise that information contained on this website may become out of date over time.
- 4.3 We reserve the right to alter, remove or update materials and information on the website at any time without notice.
- 4.4 The website and the information contained in it is provided for your use "as is" without any warranty (whether express or implied) of any kind.

5 AVAILABILITY OF THE WEBSITE

- 5.1 We reserve the right to suspend access to all or part of the website or close it indefinitely without notice. Access may be terminated or suspended either in relation to specific users or to all users.
- 5.2 To the extent permitted by law we accept no liability if the website becomes either temporarily or permanently unavailable.
- 5.3 In addition, we do not warrant that the functions or materials on, or accessed from, this website shall be uninterrupted or free from errors.

6 CHANGES TO THESE TERMS

- 6.1 We reserve the right to change these terms from time to time.
- 6.2 It is your responsibility to check the terms regularly in order to be aware of any changes which are made to them.
- 6.3 By continuing to access this website after the terms have changed, you are agreeing that you have read, understood and agree to be bound by the updated terms.

7 OWNERSHIP OF THE WEBSITE

- 7.1 We are the owner or licensee of all intellectual property rights in the website and in the materials which appear on this website. This includes but is not limited to the text, photographs, images, graphics, illustrations, designs, written and other material including the program and code. Our rights include trade marks, copyright, design rights and all other intellectual property rights and all our rights are reserved. Except for the purpose of a bona fide use of this website or as otherwise permitted by applicable copyright or other relevant laws, this website or any portion of this website may not be reproduced, duplicated, copied, sold, re-sold or otherwise exploited for any commercial purpose that is not expressly permitted by these terms. Any other use of materials on this website, including reproduction for the purpose other than your personal non-commercial use, modification, distribution or republication, without our prior written express permission is strictly prohibited.
- 7.2 If you acquire any rights in or to the website or materials on it, you agree to assign those rights, on a worldwide basis, to us and unconditionally and irrevocably to waive all moral rights you may have acquired.

8 VIRUSES AND HACKING

- 8.1 We do not warrant that the website, its content or the server(s) that make it available are error or virus free or free of other harmful components or that your use of this website will be

uninterrupted. You are accessing this website at your own risk and to the extent permitted by law and subject to clause 0 we will not be liable for any loss or damage suffered by you as a result of viruses or other harmful material which you access from this website.

- 8.2 You are solely responsible for ensuring that you have suitable equipment and security and virus protection in place before using the website.
- 8.3 You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server computer or data base connected to the website
- 8.4 You must not introduce viruses, trojan horses, worms, logic bombs, spyware, adware or other harmful materials to this website which may adversely affect the operation of any computer or program or this website.

9 LINKING TO AND FROM THE WEBSITE

- 9.1 This website may contain links to sites operated by third parties. We have not reviewed and do not review such sites and are not responsible for the content of nor accept any liability however arising in respect of any of such sites.
- 9.2 The presence of links to third party sites is not intended to and shall not constitute a recommendation by us of such sites nor of any advice or information posted on them.
- 9.3 If you wish to provide a hypertext or other link to or from this website, you will first need to obtain our written consent. We have sole discretion to permit or reject any such requests. Requests should be sent to Ben.Fowler@vestey.com along with the following information:
 - 9.3.1 the URL(s) of the web page(s) from which you are proposing to link to this website; or
 - 9.3.2 the URL(s) of the web page(s) on this website to which you are proposing to link and we will consider your request.

10 PASSWORD

- 10.1 There may be sections of this website which can only be accessed by users who we have given a password.
- 10.2 If we do provide you with a user name and password, it is your responsibility to ensure that these details are kept confidential at all times and you must not disclose your password to any third party.
- 10.3 In the event that a third party gains access to your user name or password, you should notify us immediately by emailing Ben.Fowler@vestey.com. We are not liable for any loss resulting from your failure to protect the confidentiality of your username or password.
- 10.4 We reserve the right to disable any username and password at any time if in our opinion there is a risk of the confidentiality of the password being compromised.

11 FEEDS

11.1 RSS Feeds

We may provide information on the website via RSS Feeds. This information is provided solely for the convenience of users and we are not responsible for its content.

12 OUR LIABILITY

Whether you are a consumer or a business user:

- 12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- 12.2 Subject to clause 12.1, we exclude all implied conditions, warranties, representations or other terms that may apply to the website or any content on it.
- 12.3 Subject to clause 12.1, we will not be liable to you 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:
- 12.3.1 use of, or inability to use, the website; or
 - 12.3.2 use of or reliance on any content displayed on the website.
- 12.4 In particular, subject to clause 12.1, we will not be liable for:
- 12.4.1 loss of profits, sales, business or revenue;
 - 12.4.2 business interruption;
 - 12.4.3 loss of anticipated savings;
 - 12.4.4 loss of business opportunity, goodwill or reputation; or
 - 12.4.5 any indirect or consequential loss or damage.

If you are a consumer:

- 12.5 If we fail to comply with these terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time you accepted accessed or used this website and accepted these terms in doing so. We do not accept liability for any loss or damage which was not foreseeable.
- 12.6 Nothing in these terms affect your legal rights as a consumer. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 12.7 You agree not to use the website for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 LAWS

- 13.1 If any of the terms is or becomes invalid or contravenes any law then the remaining provisions shall not be affected.
- 13.2 No waiver shall constitute a waiver of any other terms. No failure by us to exercise a remedy shall constitute a waiver of our right subsequently to exercise any such remedy.
- 13.3 It is intended that the website will be used by persons resident in the United Kingdom.

- 13.4 These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law.
- 13.5 If you are a consumer, you and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 13.6 If you are a business user, you and we both agree to submit to the exclusive jurisdiction of the English courts.

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