

## **Terms & Conditions**

These terms and conditions apply as between you, the User of Services provided therein and Woodley Limited T/A Grand Union Financial, the owner(s) of the Services and this Website. Your agreement to comply with and be bound by these terms and conditions and to grant all licences required is deemed to occur upon your acceptance of these terms and conditions prior to your first use of the Services.

### **Definitions and Interpretation**

1. In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:
  1. **"Account"** means collectively the personal information and access credentials used by Users to access the Services through the Website.
  2. **"Agreement"** means the binding agreement that shall come into effect between the User and Woodley Limited T/A Grand Union Financial following the User's acceptance of these terms and conditions and which shall incorporate these terms and conditions.
  3. **"Content"** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website.
  4. **"Services"** means collectively the online facilities, tools, services, or information that Woodley Limited T/A Grand Union Financial makes available through the Website either now or in the future.
  5. **"User / Users"** means any third party that accesses the Website and the Services that is not employed by Woodley Limited T/A Grand Union Financial and acting in the course of their employment.
  6. **"Website"** means the website on which these terms and conditions appear ([www.grandunionfinancial.co.uk](http://www.grandunionfinancial.co.uk)) and any sub-domains of that website unless expressly excluded by their own terms and conditions.
2. Unless the context otherwise requires, each reference in these terms and conditions to:
  1. "Writing," and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means.
  2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
  3. a Clause or paragraph is a reference to a Clause of these terms and conditions.
3. The headings used in these terms and conditions are for convenience only and shall have no effect upon the interpretation of these terms and conditions.
4. Words imparting the singular number shall include the plural and vice versa.
5. References to any gender shall include the other gender.

### **Provision of Services**

1. Woodley Limited T/A Grand Union Financial shall use its best and reasonable endeavours to provide the Services on an error-free basis and without interruption. [Notwithstanding Woodley Limited T/A Grand Union Financials' right to perform any of the actions detailed in this Clause without prior notice, Woodley Limited T/A Grand Union Financial shall use its best and reasonable endeavours to provide such notice whenever possible.]
2. Woodley Limited T/A Grand Union Financial shall have the right, exercisable at its sole discretion, to terminate provision of the Services without prior notice to Users. [Notwithstanding Woodley Limited T/A Grand Union Financials' right to perform any of the actions detailed in this Clause without prior notice, Woodley Limited T/A Grand Union Financial shall use its best and reasonable endeavours to provide such notice whenever possible.]

### **Access to Services**

1. The User represents and warrants that they have the authority to enter into the Agreement, to use the Services, and to perform all acts as may be necessary under these terms and conditions.
2. If the User is unable to comply with the requirements of sub-Clause 3.1, they shall be prohibited from using the Services and must not accept these terms and conditions.
3. To use the Services and to submit or create Content, Users are required to create an Account and to submit certain personal details. By accepting these terms and conditions the User represents and warrants that:
  1. any information that is submitted is accurate and truthful.

2. all such information will be kept accurate and up to date; and
3. how they identify themselves does not violate any part of these terms and conditions or any applicable laws.

## **Use of Services**

1. The Services are for personal and commercial use. Use of the services during business is acceptable.
2. Users are permitted to use the Services only in accordance with:
  1. these terms and conditions; and
  2. any relevant law, regulation, or other applicable instrument in their particular jurisdiction.
3. Subject to any express agreement to the contrary, Users may only access the Services through the normal means provided by Woodley Limited T/A Grand Union Financial. Users shall not attempt to download, convert or otherwise reverse-engineer any part of the Services.
4. The restrictions set out in sub-Clause 4.3 shall not apply to Content submitted or created by a particular User where that User is downloading their Content, nor to any other Content that a User may have permission to access.
5. Users may not engage in any conduct that may disrupt provision of the Services by Woodley Limited T/A Grand Union Financial.
6. Subject to any express agreement to the contrary, Users may not reproduce, copy, duplicate, trade or resell the Services.
7. Users' rights to use the Services are non-exclusive, non-transferrable and fully revocable at Woodley Limited T/A Grand Union Financial 's discretion.

## **Intellectual Property**

1. Subject to the exceptions in Clause 6 of these terms and conditions, all Content included on the Website, unless submitted or created by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Woodley Limited T/A Grand Union Financial , our affiliates or other relevant third parties. By accepting these terms and conditions the User acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.
2. Subject to Clause 8 Users may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Woodley Limited T/A Grand Union Financial.

## **Third Party Intellectual Property**

1. Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of these Terms and Conditions to use Content from the Web Site. The exceptions in Clause 8 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

## **User Content and Intellectual Property**

1. When using the Services to create Content, Users should do so in accordance with the following rules:
  1. Users must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent.
  2. Users must not submit Content that is intended to promote or incite violence.
  3. Users must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks.
  4. Users must not post links to other websites containing any of the above types of Content.
  5. [Users must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;]
  6. Users must not impersonate other people, particularly employees and representatives of Woodley Limited T/A Grand Union Financial or our affiliates.
  7. Users must not use the Services for unauthorised mass-communication such as "spam" or "junk mail."
2. Woodley Limited T/A Grand Union Financial has the right, but not the obligation to pre- or post-screen Content submitted or created by Users and may flag or filter any Content that it deems appropriate.
3. If any Content is found to be in breach of these terms and conditions, Woodley Limited T/A Grand Union Financial reserves the right to remove it without notice and may, at its sole discretion, terminate the responsible User's access to the Services.

- Users acknowledge that they may be exposed to Content that they may find offensive. If a User believes that such Content is in violation of these terms and conditions, it should be reported to Woodley Limited T/A Grand Union Financial using our postal address or calling 07845 028 900.
- Users are solely responsible for all Content that they submit or create. Woodley Limited T/A Grand Union Financial do not endorse, support, represent or otherwise guarantee the accuracy or reliability of such Content.
- Subject to sub-Clause 7.4, Users use the Services at their own risk.
- By submitting or creating Content Users warrant and represent that they are the author of such Content and / or that they have acquired all the appropriate rights and / or permissions to use the Content in this fashion. Woodley Limited T/A Grand Union Financial accept no responsibility or liability for any infringement of third-party rights by such Content. Further, Users waive all moral rights in all Content that they submit or create to be named as its author. Woodley Limited T/A Grand Union Financial accept no responsibility or liability for any infringement of third-party rights by such Content.
- By accepting these terms and conditions, the User grants a non-exclusive, worldwide, perpetual licence to Woodley Limited T/A Grand Union Financial to copy, distribute, transmit, publicly display, publicly perform, transmit and reformat all Content for the purpose of providing the Services.
- The User represents and warrants that they have all necessary rights, power, and authority to grant the licence described in sub-Clause 7.8.

### **Fair use of Intellectual Property**

- Content may be copied, transmitted, performed, adapted, or otherwise re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988, or other relevant legislation apply.

### **Links to Other Websites**

- This Website may provide links to other websites as part of the Services. Unless expressly stated, such websites are not under the control of Woodley Limited T/A Grand Union Financial or that of our affiliates. Woodley Limited T/A Grand Union Financial assume no responsibility for the content of the websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website on this Website does not imply any endorsement of that website or of those in control of it.

### **Links to this Websites**

- Users wishing to place a link to this Website on another website may do so only to our home page in the absence of any prior permission. Deep linking (i.e., links to specific pages within the Website) requires the express permission of Woodley Limited T/A Grand Union Financial. To find out more Users should contact Woodley Limited T/A Grand Union Financial at [info@grandunionfinancial.co.uk](mailto:info@grandunionfinancial.co.uk) or telephone 07845 028 900.

### **Privacy**

- Use of the Website and the Services is also governed by Grand Union Financials' Privacy Policy which is incorporated into these terms and conditions by this reference.

### **Disclaimer of Warranties**

- Woodley Limited T/A Grand Union Financial makes no warranty or representation that the Website or the Services will meet Users' requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure.
- Woodley Limited T/A Grand Union Financial shall use its best and reasonable endeavours to ensure that all information provided on the Website and the Services is accurate and up to date, however Woodley Limited T/A Grand Union Financial makes no warranty or representation that this will always be the case. Woodley Limited T/A Grand Union Financial make no guarantee of any specific results from the use of the Website or the Services.
- No part of the Website or the Services is intended to constitute advice and the Content of the Website, and the Services should not be relied upon when making any decisions or taking any action of any kind.

- Any information that forms part of the Website or the Services is not designed with commercial purposes in mind. [Commercial use of the Services is forbidden under sub-Clause 4.1 of these terms and conditions. Any such use Woodley Limited – TR.IT.09 Web-Based Software Terms & Conditions 6 constitutes a breach of these terms and conditions and] Woodley Limited T/A Grand Union Financial makes no representation or warranty that the Website or the Services or any Content therein is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- Whilst every effort has been made to ensure that all descriptions of Services available from Woodley Limited T/A Grand Union Financial correspond to the actual services available, Woodley Limited T/A Grand Union Financial is not responsible for any variations from these descriptions.

### **Availability of the Website and the Services**

- The Website and the Services are provided “as is” and on an “as available” basis. Woodley Limited T/A Grand Union Financial give no warranty that the Website or the Services will be free of defects and / or faults. To the maximum extent permitted by law Woodley Limited T/A Grand Union Financial provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality.
- Woodley Limited T/A Grand Union Financial accepts no liability for any disruption or non-availability of the Website or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **Limitation of Liability**

- To the maximum extent permitted by law, Woodley Limited T/A Grand Union Financial accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special, or exemplary damages arising from the use of the Website, the Services or any information contained therein. Users should be aware that they use the Website, the Services, and all relevant Content at their own risk.
- Nothing in these terms and conditions excludes or restricts Woodley Limited T/A Grand Union Financial’s liability for death or personal injury resulting from any negligence or fraud on the part of Woodley Limited T/A Grand Union Financial.

### **Term and Termination**

- The term of the Agreement shall commence upon the User’s acceptance of these terms and conditions and shall continue until terminated either by the User or by Woodley Limited T/A Grand Union Financial in accordance with this Clause 15.
- If a User wishes to terminate the Agreement they may do so by:
  - Closing their Account; [and / or]
  - Informing Woodley Limited T/A Grand Union Financial in writing that they wish to terminate this Agreement.
- Woodley Limited T/A Grand Union Financial reserves the right to terminate the Agreement, a User’s Account, and a User’s access to the Services at any time for the following reasons:
  - The User has committed a material breach of these terms and conditions, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the User fails to remedy the breach within 14 days after a written notice to do so.
  - The User has indicated, expressly or impliedly, that they do not intend to or are unable to comply with these terms and conditions.
  - Woodley Limited T/A Grand Union Financial is required to do so by law.
  - It has become, in the opinion of Woodley Limited T/A Grand Union Financial, its affiliates or advisers, no longer commercially viable to continue providing the Services.
  - Woodley Limited T/A Grand Union Financial is no longer providing the Services in the User’s country of residence.
- If the Agreement is terminated, the User’s Account will be closed and their access to the Services suspended. Any Content that the User has submitted or created will become inaccessible to all Users upon termination, however copies may be retained by Woodley Limited T/A Grand Union Financial as part of standard backup procedures.
- Upon termination of the Agreement, the User shall cease to be bound by all obligations set out in these terms and conditions except for those expressly stated to survive the termination of the Agreement.

### **No Waiver**

1. If the User or Woodley Limited T/A Grand Union Financial fail to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

### **Assignment**

1. Users may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of Woodley Limited T/A Grand Union Financial, such consent not to be unreasonably withheld.

### **Severance**

1. Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

### **Entire Agreement**

1. These terms and conditions embody and set forth the entire Agreement and understanding between the Parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither the User nor Woodley Limited T/A Grand Union Financial shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

### **Notices**

1. All notices / communications shall be sent to and by Woodley Limited T/A Grand Union Financial by post to our premises (22e Thornley House, Southam Road, Leamington Spa, Warwickshire. CV31 1TA) or by email to [info@grandunionfinancial.co.uk](mailto:info@grandunionfinancial.co.uk). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

### **Law and Jurisdiction**

1. These terms and conditions, the Agreement, and all other aspects of the relationship between the User and Woodley Limited T/A Grand Union Financial shall be governed by and construed in accordance with the Laws of England and Wales.
2. Any dispute between the User and Woodley Limited T/A Grand Union Financial relating to these terms and conditions, the Agreement and all other aspects of the relationship shall fall within the [non-]exclusive jurisdiction of the courts of England and Wales.