

WEBSITE TERMS AND CONDITIONS

These terms and conditions (the "**Terms**") tell you the terms on which you may use this website.

Please read these Terms carefully before using this website as these will apply to your use of it. By using this website, you confirm that you accept these Terms and you agree to comply with them. If you do not agree to these Terms, please do not use this website.

Information about us

This website is operated by the entity (the "**Lender**") whose details are provided on the lending page which you will visit when using this website for the first time.

Changes to these terms

The Lender may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes made, as they are binding on you.

No Reliance on Information

The content on this website is provided for general information only and is not intended to provide you with any advice. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this website.

Limitation of Liability

The Lender excludes all conditions, warranties, representations or other terms which may apply to this website or any content on it, whether express or implied.

The Lender will not be liable to any user (whether you are a registered user or a guest) 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:

- use of, or inability to use, this website; or
- use of or reliance on any content displayed on this website.

The Lender provides this website for personal use in respect of your own loan agreement(s) only. You agree not to use this website for any commercial or business purposes, and the Lender has no liability to you for any:

- loss of profit,
- loss of business,
- business interruption, or
- loss of business opportunity.

The Lender may update this website from time to time; however the Lender is under no obligation to update it.

The Lender assumes no responsibility for the content of websites linked from this website. Such links should not be interpreted as endorsement by the Lender of those linked websites. The Lender will not be liable for any loss or damage that may arise from your use of them.

The Lender does not guarantee that this website, or any part of it, will always be available or be uninterrupted. The Lender may suspend, withdraw, discontinue or change all or any part of this website without notice. The Lender will not be liable to you if for any reason this website is unavailable.

Nothing in the Terms excludes or limits the Lender's liability for death or personal injury arising from the Lender's negligence, or the Lender's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Nothing in the Terms is intended to remove any rights you have under the terms of your loan.

Viruses

The Lender does not guarantee that this website will be secure or free from Viruses. You are responsible for using your own virus protection software.

The Lender will not be liable for any loss or damage caused by a Virus due to your use of this website or to your downloading of any content on it, or on any website linked to it.

You must not misuse or attack this website by knowingly introducing Viruses or attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. Any such breach may be reported to the relevant law enforcement authorities and the Lender and its suppliers may co-operate with those authorities by disclosing your identity to them.

Linking to this website

You may 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. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the Lender's part without obtaining its prior written consent. The Lender reserves the right to withdraw linking permission without notice.

Third party links on this website

Where this website contains links to other sites and resources provided by third parties, these links are provided for your information only. The Lender has no control over those sites or resources.

Applicable law

The Terms are governed by English law [if you reside in the United Kingdom, and Irish law if you reside in the Republic of Ireland].

[We both agree to the exclusive jurisdiction of the courts of England and Wales, save that if you are a resident of the Republic of Ireland, the courts in Ireland will have exclusive jurisdiction. In addition:

- if you are a resident of Northern Ireland, we both may bring proceedings in Northern Ireland; and
- if you are a resident of Scotland, we both may bring proceedings in Scotland.]

Intellectual Property Rights

The Lender or its licensors are the owner of all intellectual property rights in this website, including the material published on it. Those works are protected by laws and treaties around the world. All such rights are reserved.

You may print off copies and download extracts of any page(s) from this website for your personal use only. If you wish to use any part of the content on this website for any other purpose you must seek prior consent by contacting the Lender here.

Privacy

This section explains how the Lender may collect, use and share your Personal Information when you visit this website.

The Lender collects Personal Information you submit or enter through this website.

The Lender will use your Personal Information to provide you with the services you request from it. To do this, it may need to share your Personal Information with third parties (for example, subcontractors who provide some services on behalf of the Lender).

The Lender will make sure that it stores Personal Information securely. Depending on where its servers are located, and what it is permitted to do under applicable data protection legislation, this could be anywhere in the world.

Please see the Cookies Section below for details of how the Lender uses cookies in connection with this website.

Cookies

This website uses cookies. This is to provide you with a better user experience when you browse this website. It also enables the Lender to improve the site. This section explains this further.

A cookie is a small file of letters and numbers that is stored on your browser or the hard drive of your computer, tablet or mobile device when you first visit this website. The cookie will help this website recognise your computer/device the next time you visit. A cookie can contain Personal Information.

This website uses the following cookies:

- **Strictly necessary cookies:** This website uses non-persistent cookies (also referred to as 'session cookies') to manage sessions; this allows you to proceed back and forth between pages. These non-persistent cookies do not contain any personal information and only reside in memory and are not stored on disk.
- **Analytics cookies:** These allow the Lender to recognise and count the number of visitors and to see how visitors move around this website. This helps it improve the design of this website. At present, the website uses a Google Analytics cookie to achieve this.

You can block cookies by activating the setting on your browser that allows you to refuse all, or some, cookies. If you block all cookies (including essential cookies) you may find that parts of this website do not work properly, or you may not be able to access this website at all.

Definitions

"**Personal Information**" means any information relating to you from which you can be identified either (a) by that information alone, or (b) by that information with other information which is in the possession of, or likely to come into the possession of, us.

"**Virus**" means malware, viruses, worms, logic bombs, trojan horses, time locks or time bombs or any thing or things similar to any of the foregoing or analagous to them.