

SECTION A: INTRODUCTION AND PRELIMINARY TERMS

This section contains information about our Site and our organisation also explains how to access the Site and provides links to our policies. Our policies include those which apply to your use of the Site, and what we do with any personal information we collect as you use the Site.

1 Welcome

- 1.1 Welcome to Fair for You's website located at www.fairforyou.org.uk ('Site'), which is owned and operated by Fair for You Enterprise CIC ('we', 'the Company', 'Fair for You', 'our' or 'us', as applicable). For further information about us and our contact details, please go to our Contact section www.fairforyou.org.uk/contact/.
- 1.2 Fair for You aims to lend better into family households by providing access to affordable and flexible credit to those with limited access to credit, enabling the purchase of items for the home through the provision of effective and supportive finance solutions.
- 1.3 These terms and conditions ('Terms') are organised into two sections. Section A contains introductory and preliminary terms whereas Section B contains general provisions. Sections A and B apply to all Site users.
- 1.4 You will see that each section of these Terms begins with a 'highlight' text box which summarises the key terms in that section. These highlights are an informal summary and do not form part of these Terms or any of the contracts made between us.
- 1.5 We have a number of policies referred to in these Terms, including Cookie Policy and Privacy Policy. They all form part of our agreement with you so please take the time to read them.
- 1.6 Please read these Terms and the related policies carefully before you start to use the Site, as these will apply to your use of the Site. We recommend that you print or save a copy of these Terms for future reference.
- 1.7 By using our Site, you confirm that you accept these Terms and that you agree to comply with them.
- 1.8 If you have any queries or concerns regarding these Terms, please contact us at enquiries@fairforyou.org.uk or by clicking here www.fairforyou.org.uk/contact/.

2 Accessing and using the Site

- 2.1 Anyone can access this Site using their web browser and internet connection.
- 2.2 We try to make the Site available at all times, but, of course, due to the inherent nature of online and internet based services, we cannot guarantee this.

3 Your privacy and our use of cookies

- 3.1 We take your privacy very seriously. Please read our Privacy Policy to see how we use your personal information www.fairforyou.org.uk/terms-conditions/.
- 3.2 Like many online services we use a feature called a 'cookie', which is a small data file that is sent to your browser from a web server and stored on your device's hard drive. References

in these Terms to 'cookies' also include other means of automatically accessing or storing information on your device. By agreeing to these Terms, you are providing your consent for us to use cookies in the ways described in our Cookie Policy, however, you may delete any of these cookies at any time if you wish. Please see our Cookie Policy for detailed information on the types of cookies we use on the Site, the purposes for which we use each cookie, how you can disable and enable the use of certain cookies and the consequences of doing so www.fairforyou.org.uk/terms-conditions/.

SECTION B: GENERAL PROVISIONS

This section sets out the terms that apply to everyone who uses the Site.

4 Promises, liability and disclaimer

4.1 The Site is provided on an "as is" and "information only" basis. To the fullest extent permissible under applicable law, we disclaim any and all promises, warranties, conditions, or representations relating to the Site and its content, whether express, implied, oral or written. In particular:

4.1.1 we do not make any promises as to the truth, accuracy, integrity, quality or completeness of the content or information that appears on the Site and you should not rely on it being accurate, truthful or complete.

4.2 You agree that your access and use of the Site and its content is at your own risk. We do not have any knowledge of, or control over, the particular purposes for which the information and content available on the Site is used. The content and information that we make available on the Site is provided for information only. Accordingly, we exclude any and all liability for any loss of any nature suffered by you as a direct or indirect result of your use of any of the information or content available on the Site or of making any decision, or refraining from making any such decision, based wholly or partly on any expression of opinion, statement or other information contained in the content available on the Site.

4.3 By using the Site you acknowledge and accept the inherent risks, characteristics and limitations of the Internet, particularly in terms of technical performance of the Site, response times to view, verify or transfer information; and the risks inherent in all third party links, connections and transfers via the Internet. Accordingly:

4.3.1 we do not make any promises about the availability or accessibility of the Site or promise that your access to the Site, the content on it or the services we provide will be delivered uninterrupted, in a timely manner or error-free; and

4.4 We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, the Site or the servers that make it available. In this respect you agree that it is your responsibility to install suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of the Site is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content.

- 4.5 We will not be responsible or liable to any visitors browsing the pages of the Site for:
- 4.5.1 any form of indirect, consequential or special loss; or
 - 4.5.2 any financial loss or loss of data, opportunity, goodwill or reputation, in each case whether such loss is direct or indirect.
- 4.6 There are certain liabilities which we cannot exclude by law and nothing in these Terms excludes or limits our liability for the following:
- 4.6.1 for death or personal injury caused by our negligence;
 - 4.6.2 fraud or fraudulent misrepresentation; or
 - 4.6.3 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude its liability.

5 Compensation

- 5.1 You agree only to use the Site in accordance with these Terms. You agree that you will compensate us (and our employees, officers, agents and suppliers) in full for any damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms (including any actions you take which disrupt access to and/or the functioning of the Site) or any liability we incur as a result of the use of the Site by you and any other person that uses your account.

6 Our content

- 6.1 All of the content on the Site is owned by (and all copyright, trade mark and other intellectual property rights in that content, shall at all times remain vested in) us or our licensors and is protected by UK and international copyright and other intellectual property laws.
- 6.2 Our content includes any information or other material found on or via the Site, including without limitation text, databases, graphics, videos, software and all other features found on or via the Site.
- 6.3 We make the Site and our content available through the Site for your personal, non-commercial use only. You may view the Site's pages and content online and may, where necessary, print individual pages of the Site on paper (but not photocopy them) and store such pages in electronic form on your computer for your non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use any of the content on the Site, other than as expressly permitted under these Terms without our prior written consent.
- 6.4 To be clear, you are not in any circumstances permitted to:
- 6.4.1 make commercial use of any such content;
 - 6.4.2 edit any such content; or
 - 6.4.3 remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to, or are contained within, the content.
- 6.5 Where the Site includes content provided by users or by others, please refer to the Content Policy for further details of permitted uses.

6.6 The trade marks appearing on the Site are owned by us or our licensors including (but not limited to) Whirlpool, Hotpoint and Indesit. No permission is given in respect of the use of any of these marks or brands, and any such use may constitute an infringement of the holder's rights.

7 General prohibitions on access and use of the Site

7.1 You may use the Site only for lawful purposes. You may not use the Site:

7.1.1 in any way that breaches any applicable local, national or international law or regulation;

7.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

7.1.3 for the purpose of harming or attempting to harm minors in any way; or

7.1.4 to knowingly transmit, send or upload any data or other material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

7.2 You also agree:

7.2.1 not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our Terms;

7.2.2 not to access without authority, interfere with, damage or disrupt:

a) any part of the Site;

b) any equipment or network on which the Site is stored;

c) any software used in the provision of the Site; or

d) any equipment or network or software owned or used by any third party.

7.3 You shall not carry out data mining, screen scraping or crawling of this Site, its pages or its content or use any process or processes that send automated queries to this Site unless you have obtained our prior written consent.

8 Third-Party software

8.1 You acknowledge that you may need to download and activate certain software in order to use certain content provided on the Site. This software will be clearly identified on the Site.

8.2 In order to use such third-party software or technology, you may have to accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third-party software.

9 Links

- 9.1 You acknowledge that the Site may include links to third-party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability.
- 9.2 We do not therefore endorse, or make any representations about, them or any content found there or any results that may be obtained from using them.
- 9.3 If you decide to access any of these third-party websites, you do so entirely at your own risk.
- 9.4 If you use a linked site, any personal information you give them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.
- 9.5 You may only link to the Site provided that:
- 9.5.1 the homepage is not loaded into frames on your website, unless we expressly agree;
 - 9.5.2 your site or services do not misrepresent its relationship with us or present false information about us or otherwise harm our business or conflict with our interests or values; and
 - 9.5.3 we reserve the right to withdraw linking permission any time without prior notice.

10 Copyright complaints

- 10.1 We respect the intellectual property rights of others, and we prohibit users of the Site from submitting, uploading, posting or otherwise transmitting any materials that infringe or violate another person's intellectual property rights.
- 10.2 It is our policy to comply with clear notices of alleged copyright infringement. If you wish to submit a notice of alleged copyright infringement or a counter-notice, please contact us using the details provided in paragraph 11.
- 10.3 Additionally, it is our policy to terminate usage rights and any applicable user accounts of users we determine to be repeat infringers of others' copyright. Please see paragraph **Error! Reference source not found.** for further details.
- 10.4 Content hosted on third-party websites accessible from this Site is the responsibility of those websites, and not our responsibility. If you are the copyright owner of content hosted on a third-party website, and you have not authorised the use of your content, please contact the administrator of the hosting website directly to have the content removed.

11 General complaints, feedback and requests for further information

- 11.1 If you have any general complaints or wish to request further information about the Site, please contact us via enquiries@fairforyou.org.uk or at www.fairforyou.org.uk/contact/ or by post to Delta View, 2309 Coventry Road, Birmingham, B26 3PG and we will do our best to resolve these.

11.2 Your feedback and suggestions about the Site are always gratefully received by us however you understand that we may use these without any obligation to compensate you for them and you are, of course, under no obligation to us to provide them.

12 Written communications

12.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13 General

13.1 Severability. If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms will not be affected and shall remain in force. For the avoidance of doubt, should these Terms or any part of them be deemed void or voidable, this shall not affect the validity of any licence provided under these Terms.

13.2 Reliance on these Terms. We intend to rely on these written Terms and any document expressly referred to in them in relation to the subject matter of any contract between us. We and you will be legally bound by these Terms.

13.3 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control. In such circumstances including fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, our inability or delay in performing our obligations will not be deemed to be in breach of contract.

13.4 References to 'including' and other similar expressions. In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

13.5 Assignment. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

13.6 Waiver. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.

13.7 Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to them (or any contract made under them), except that the provisions of these Terms may be enforced by any of our licensors subject to and in accordance with the *Contracts (Rights of Third Parties) Act 1999*.

13.8 Language. These Terms may be presented to you in more than one language. However, the English language version of these Terms shall prevail. The contract between us will be concluded in English.

- 13.9 Governing law and jurisdiction. Any disputes or claims between us arising out of or in connection with these Terms or any contract made under them (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales. Any disputes or claims arising shall be subject to the exclusive jurisdiction of the courts of England and Wales. Nothing in this paragraph shall deprive consumers of the right to bring or defend proceedings in their home state nor of the protection afforded to them by the mandatory rules of law of the country in which they live.

14 Changes to these Terms

- 14.1 We may make changes to these Terms at any time by sending you an email with the modified Terms or by posting a copy of them on the Site. Any changes will take effect 7 days after the date of our email or the date on which we post the modified terms on the Site, whichever is the earlier. If you continue to use the Site after that period has expired, it means that you accept any such changes.

15 Contact us

- 15.1 This Site is owned by Fair for You Ltd, a company incorporated in England and Wales. The registered office address of Fair for You Ltd is: Delta View, 2309-2311 Coventry Road, Sheldon, Birmingham, England, B26 3PG.

Our registered company number is 08991099 and our VAT registration number is 225 0141 61. Fair for You Ltd is a Registered Charity in England and Wales Number 1161809, and Scotland Number SC046556.

Tel number: 0333 433 0738