

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you submit any material to our website, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Users outside the UK

- 2.1 Our website is directed at persons resident and situated in the UK and not at any other persons.
- 2.2 We do not warrant that our website complies with the applicable laws or regulations of any jurisdiction outside the UK.
- 2.3 If you are resident or situated outside the UK, you must not access or use our website unless you are lawfully able to do so.
- 2.4 Subject to Section 15.1, we do not accept any liability for any loss or damage resulting from, or related to, the availability of our website or any of our website content to persons resident or situated outside the UK.

3. Copyright notice

- 3.1 Copyright (c) 2017 *Let's Remortgage*.
- 3.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

4.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (d) stream audio and video files from our website; and
- (e) use our website services by means of a web browser,

subject to the other provisions of these terms and conditions.

4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

4.3 You may only use our website for your own personal purposes, and you must not use our website for any other purposes.

4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

4.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

4.6 Notwithstanding Section 4.5, you may redistribute any newsletters in print and electronic form to any person.

4.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Enquiries and leads

6.1 Our website includes an enquiry form that you can use to request information about or quotations in respect of *Remortgaging, Life Insurance and Secured Loans*.

6.2 We may supply the information that you provide through the enquiry form to FCA Regulated Brokers OR carefully selected partner organisations (referred to in this Section 6 as "suppliers").

6.3 Telephone and email enquiries that you make using the details published on our website will be directed to or passed to a supplier.

6.4 We will earn a fee in respect of each lead that we provide to a supplier OR each order that you make with a supplier arising out of a lead that we provide to that supplier.

6.5 You acknowledge that:

- (a) we do not vet suppliers;
- (b) we do not check, audit, monitor or control: the identity, credit worthiness or bona fides of suppliers, the security of supplier websites, or the accuracy of the information published by suppliers;
- (c) we are not party to any contract for the sale or purchase of goods or services entered into between you and a supplier; and
- (d) our website contains information provided by suppliers, and we do not check, audit or monitor the accuracy of that information,

and accordingly, we will not be liable to you in relation to any loss or damage arising out of any use of a supplier website, any information provided by a supplier, any offer made by a supplier, or any contract with a supplier.

6.6 We are not responsible for the enforcement of any obligations arising out of a contract between you and any third party, and we will have no obligation to mediate between the parties to any such contract.

6.7 The provisions of this Section 6 are subject to Section 15.1.

7. Registration and accounts

7.1 To be eligible to receive advice from an FCA broker via our website under this Section 7, you must be resident or situated in the United Kingdom.

7.2 You may receive advice from an FCA broker via our website by completing and submitting the forms on our website.

8. User login details

8.1 If you register for an account with our website, you will be asked to choose a user ID and password.

8.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 12; you must not use your account or user ID for or in connection with the impersonation of any person.

8.3 You must keep your password confidential.

8.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

8.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

9. Cancellation and suspension of account

9.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or
- (c) edit your account details,

at any time in our sole discretion without notice or explanation.

9.2 You may cancel your account on our website by contacting us via email

10. Investments and investment decisions

10.1 Nothing on this website constitutes or is intended to constitute:

- (a) a financial promotion, an advertisement for any particular investment or investment business, or an invitation or inducement to engage in investment activity;
- (b) investment advice, including advice on the merits of buying, selling, subscribing for, underwriting or exercising rights in relation to a particular security or investment;
- (c) the making of an arrangement for another person to buy, sell, subscribe for or underwrite a security or investment; or
- (d) any financial service or activity regulated or controlled by or pursuant to UK financial services law or any other applicable law.

10.2 You should take professional financial advice in connection with, or independently research and verify, any information that you find on our website and wish to rely upon, whether for the purpose of making an investment decision or otherwise.

10.3 We would like to draw your attention to the following investment warnings:

- (a) the value of shares and investments and the income derived from them can go down as well as up;
- (b) investors may not get back the amount they invested; and
- (c) past performance is not necessarily a guide to future performance.

10.4 We are not regulated under UK financial services law.

11. Your content: licence

- 11.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.
- 11.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to reproduce, store and, with your specific consent, publish your content on and in relation to this website.
- 11.3 You grant to us the right to sub-license the rights licensed under Section 11.2.
- 11.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 11.2.
- 11.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 11.6 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 11.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

12. Your content: rules

- 12.1 You warrant and represent that your content will comply with these terms and conditions.
- 12.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 12.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;

- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

12.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

12.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

12.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

12.7 You must ensure that your content, and the use of that content in accordance with these terms and conditions, does not constitute:

- (a) a financial promotion, an advertisement for any particular investment or investment business, or an invitation or inducement to engage in investment activity;
- (b) investment advice, including advice on the merits of buying, selling, subscribing for, underwriting or exercising rights in relation to a particular security or investment;
- (c) the making of an arrangement for another person to buy, sell, subscribe for or underwrite a security or investment; or

- (d) any financial service or activity regulated or controlled by or pursuant to UK financial services law or any other applicable law.

12.8 You must disclose any material interest you or your associates may have relating to your content when submitting your content.

13. Report abuse

13.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

13.2 You can let us know about any such material or activity by email or using our abuse reporting form.

14. Limited warranties

14.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

14.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

14.3 To the maximum extent permitted by applicable law and subject to Section 15.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

15. Limitations and exclusions of liability

15.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Section 15 and elsewhere in these terms and conditions:

- (a) are subject to Section 15.1; and

- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

- 15.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 15.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 15.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 15.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 15.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 15.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

16. Indemnity

- 16.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

17. Breaches of these terms and conditions

- 17.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;

- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

17.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

18. Third party websites

18.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

18.2 We have no control over third party websites and their contents, and subject to Section 15.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

19. Trade marks

19.1 *Let's Re-Mortgage, Let's Get Saving, Let's Move House, Hotwire Media, Hotwire Leads*, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

19.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

20. Variation

20.1 We may revise these terms and conditions from time to time.

20.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

20.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

21. Assignment

- 21.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 21.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

22. Severability

- 22.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 22.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

23. Third party rights

- 23.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 23.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

24. Entire agreement

- 24.1 Subject to Section 15.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

25. Law and jurisdiction

- 25.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 25.2 Any disputes relating to these terms and conditions shall be subject to the exclusive OR jurisdiction of the courts of England.

26. Statutory and regulatory disclosures

- 26.1 Our VAT number is 234640424.

27. Our details

- 27.1 This website is owned and operated by Hotwire Media Ltd.
- 27.2 We are registered in England and Wales under registration number 09655553, and our registered office is at The Granary, Brewer Street, Bletchingley, Surrey, England, RH1 4QP.

27.3 Our principal place of business is at Office 7, Eastgate, Dogflud Way, Farnham, GU9 7UD

27.4 You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website from time to time; or
- (d) by email, using the email address published on our website from time to time.