



# Website Terms and Conditions

Welcome to Our Website.

## Introduction

The Website [<https://www.bhsf.co.uk/>] (the 'Website') is owned and operated by BHSF Employee Benefits Limited, a company registered in England and Wales with company number 03897857 whose principal place of business is at 13th Floor, 54 Hagley Road, Birmingham, B16 8PE. In these terms BHSF Employee Benefits Limited is referred to as 'Us', 'We', 'Our' and 'BHSF'.

This page sets out the terms and conditions ('the Terms') under which You (the visitor) may use Our Website. These Terms apply whether You are a guest or a registered user, and whether You are just accessing or browsing the website, or registering and creating an account with Us.

**Please read these Terms carefully before You use Our Website, and contact Us or a legal advisor if You have any questions.**

By using the Website You confirm that You have read, understood and agree to the Terms and that You agree to be bound by them. If You do not agree to be bound by the Terms, please do not proceed and please refrain from using Our Website.

In addition to these Terms, there are other terms which also apply to Your use of Our Website such as Our Privacy Notice and Cookie Policy:

- Our **Privacy Notice** sets out how We protect and use information that We collect or that You provide to Us when You use Our website [<https://www.bhsf.co.uk/>]
- Our **Cookie Policy** sets out information about cookies used when You use the Website [<https://www.bhsf.co.uk/>]

We update the Website regularly and You should note that We may change, withdraw or correct any Website content or Our products and services at any time. While We endeavour to keep the Website up to date, please be aware that on very limited occasions, content may be out of date.

We may also change the Terms from time to time without notice. You should check this page regularly to take account of any changes as the Terms are legally binding on You.

## Access to the Website

You are responsible for making all arrangements to enable You to access the Website. You must also ensure that all persons who access the Website through Your internet connection are aware of the Terms and that they comply with them.

We make all reasonable efforts to keep Our Website up and running smoothly. However, We may from time to time be required to suspend the operation of the Website, withdraw or restrict access to it or to parts of it without notice, including for repair, maintenance, improvement or other technical reason. We do not guarantee that use of the Website will be uninterrupted or error-free.

We try to ensure that the Website is free from software bugs, viruses and other malicious or harmful content, but We do not guarantee that the Website will be completely secure or free from these items. It is important that You have in place suitable security and protection software to protect Your computer and other devices.

If You use, or We provide You with details to access Our Customer Portal, such as a user identifier or password for then You must keep these confidential and do not disclose them

to anyone else. If We believe, in Our reasonable opinion, that You have not complied with the Terms, We reserve the right to suspend Your account or disable access to the Website via Your user identifier. Please change Your password and **inform Us immediately** at [enquires@bhsf.co.uk](mailto:enquires@bhsf.co.uk) if You know or suspect that Your user identifier or password is no longer secure.

### Use of the Website from outside the UK

Unless specified otherwise, the Website and its content cover Our products and services available in the UK or the Republic of Ireland (ROI) as applicable. If You access the Website from outside the UK or the ROI, please be aware that You are responsible for compliance with any applicable local laws.

### Information about You

We process information about You in accordance with our **Privacy Notice** [<https://www.bhsf.co.uk/privacy/>] and **Cookie Policy** [<https://www.bhsf.co.uk/cookies/>]. Please note that any telephone calls between us may be recorded for quality monitoring and training purposes.

### Content of the Website

We have taken reasonable care in the preparation of the content of the Website. Information and materials provided by Us are provided in good faith using sources that We believe to be reliable. However, the content of the Website is provided for general information only and is not intended to amount to advice upon which You should rely. Any reliance You place on such content is at your own risk.

You are responsible for ensuring that any information, goods or services available on or through the Website meet Your specific requirements and You should seek specialist advice before taking or refraining from taking any action based on the content available on or via the Website.

We use reasonable endeavours to make sure that the information on the Website is correct, but We do not guarantee that the Website content is accurate, up-to-date, error-free, complete or suitable for Your particular requirements or will achieve any particular results in Your or any case, and We do not guarantee that it does not infringe the rights of any third party.

### Disclaimers and Limit of Liability

Please read these provisions carefully as they limit Our legal liability in connection with Your use of the Website.

As far as is permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it.

We shall be liable to You in respect of any fraud or other criminal act committed by Us, and in respect of any personal injury or death arising from Our negligence. All other liabilities are excluded to the fullest extent permitted by English law.

Except where required by applicable law, We will not be responsible for or liable to any user or third party for any loss or damage arising in connection with:

- the use of, or inability to use, the Website;
- the use of or reliance on any content displayed on or given via the Website or any related social media or third party sites;
- any errors or inaccuracies in such content;

- use of websites linked to Our Website;
- any unavailability of the Website;
- the use of or reliance on content submitted by any user of the website, whether appearing on the Website or on a related social media site or other related third party site;
- a virus or other technologically harmful material that may affect Your computer, software, data or other materials and which arises from Your use of the Website or Your downloading of any content.

If You are a business, You may only use the Website for Your own internal business purposes and please note that We will not be liable for:

- loss of profits, sales, business, or revenue;
- loss of use, or any business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If You are a consumer, please note that the Website is for Your private use only and You agree that You will not use it for any commercial or business purposes. We will not be liable to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **Copyright and Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in the Website, the computer code comprising the Website, and in the content on the Website including any materials published on it. The Website and these materials, including any trademarks and logos, is copyright of BHSF or Our licensors, and all rights are reserved.

Unless We have given You Our express written permission, You may not commercially exploit, or use for any commercial purpose whatsoever, all or any part of the Website or its content. If You wish to make enquiries about a licence to reproduce material from the Website, please contact Us or the copyright owner.

Unless We have given You Our express written permission, You are not allowed to copy, download, print, redistribute, reproduce, transmit, broadcast, record, edit, re-post any part of or all of the Website or its content in any form, except that:

- You may print off one copy of the content and may download extracts of the content in an unaltered form for Your personal reference and non-commercial use only;
- You may copy the content to individual third parties for their personal and non-commercial use, but only if You acknowledge the Website as the source of the material and also acknowledge Our intellectual property rights in the content. You must also acknowledge Our status (and that of any contributors) as originators and authors of the content.

You must not modify any such copies or downloads, and any illustrations, photographs, video sequences or graphics must include their accompanying text.

### **Linking to and from Our Website**

Our Website must not be framed on any other site without Our prior written permission, nor may You create a link to any part of Our Website other than the homepage. We reserve the right to withdraw linking permission without notice at Our sole discretion.

You may link to Our homepage provided that You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.

You must not establish a link from any website not owned by You, and the website from which You are linking must comply in all material respects with the principles set out in Our content standards set out below and the Terms.

You may find that the Website includes links to other websites provided by third parties. These links are provided for Your convenience and We have no control over and shall not be responsible for the content of any linked websites. The existence of any links does not imply that We recommend or endorse the content in any linked websites.

### Your Use of the Website

You may only use the Website for lawful purposes and You may not use it in a way that infringes anyone else's rights or that restricts or inhibits anyone else's enjoyment of the Website.

You are prohibited from using or exploiting Our Website or content:

- for any commercial purposes without Our express written permission;
- for data mining or for market research purposes or for collecting users' personal or contact information;
- for the purpose of harming or attempting to harm anyone in any way;
- to divert users to other websites;
- to promote, advertise or market any other services or products without Our prior written approval;
- for any unlawful or fraudulent purpose, or in a way which breaches any applicable local, national, or international law or regulation;
- to transmit, or procure the sending of unsolicited or unauthorized advertising or promotional material (spam);
- to knowingly transmit, send or upload any data or material that contains viruses, Trojan horses, worms, timebombs, keystroke loggers, spyware, adware or other programs or code designed to harm or adversely affect the operation of any computer software or hardware;
- to interfere with, damage or disrupt the Website or any part of it including any computer code, equipment, network comprising or used in the provision of the Website.

You must not attempt to gain unauthorised access to Our Website, the server on which Our Website is stored or any server, computer or database connected to Our Website. You must not attack Our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Website will cease immediately.

Please note that any unauthorised use of the Website, any part of it or its content may give rise to a claim for damages and may be a criminal offence.

## Submitting Enquiries

All enquiries submitted to Us should be polite, in English and must not:

- contain any material which is defamatory of any person or which is obscene, offensive, hateful or inflammatory;
- be threatening, abusive or be likely to harass, upset, embarrass, alarm or annoy any other person;
- be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

## Governing Law

If You are a consumer, please note that the Terms, their subject matter and their formation, are governed by English law. You and We both agree to that the courts of England will have non-exclusive jurisdiction over any claim arising from or related to a visit to the Website. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are resident of Scotland, You may also bring proceedings in Scotland.

If You are a business, the Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and We both agree to the exclusive jurisdiction of the courts of England over any claim arising from or related to a visit to the Website, although We retain the right to bring proceedings against You for breach of the Terms in Your country of residence or any other relevant country.

## General

If any provision of the Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

The Terms, together with Our Privacy Policy and Cookies Policy, constitute the entire agreement between You and Us with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between You and Us, both oral and written.

## Our Contact Details

To contact Us, send an email to [enquiries@bhsf.co.uk](mailto:enquiries@bhsf.co.uk) or call on 0121 454 3601 or via the Contact page on the Website.

Thank You for visiting Our Website.