

**WEBSITE TERMS & CONDITIONS**

**1. Definitions and Interpretation**

1.1 In this document, unless the context otherwise required, the following expressions have the following meanings:

**“our site/the site”** Means the website **comparedebtcollection.co.uk** and related sub-domains.

**“cookie”** means a small file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site;

**“cookie law”** means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”);

**“personal data”** means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data, as defined by the Data Protection Act 1998 and EU Regulation 2016/679 General Data Protection Regulation (“GDPR”); and

**“we/us/our”** means **Are You Owed Money Ltd**, a limited company registered in England under company number 8987565, whose registered address is Unit 4A, Edward VII Quay, Navigation Way, Preston, PR2 2YF.

**2. Agreement to terms**

2.1 Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

2.2 We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

**3. Information About Us**

3.1 Our Site is owned and operated by Are You Owed Money Ltd, a limited company registered in England and Wales under company number 8987565, whose registered address is Unit 4A, Edward VII Quay, Navigation Way, Preston, PR2 2YF.

- 3.2 Our VAT number is GB198978706.
- 3.3 Our Data Protection registration number is ZA094703.
- 3.4 We are regulated by the FCA – registration number 664900.
- 3.5 We are full members of the CSA and the North & Western Lancashire Chamber of Commerce.

#### **4. Use of the website**

- 4.1 The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.
- 4.2 We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site.
- 4.3 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 4.4 We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.
- 4.5 We process information about you in accordance with our [Privacy Policy](#), [Cookie Policy](#) and [Data Protection Policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- 4.6 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

#### **5. Intellectual property rights**

- 5.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

- 5.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 5.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 5.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 5.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **6. Our liability**

- 6.1 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:
  - 6.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  - 6.1.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
    - loss of income or revenue;
    - loss of business;
    - loss of profits or contracts;
    - loss of anticipated savings;
    - loss of data;
    - loss of goodwill;
    - wasted management or office time;
    - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 6.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **7. Viruses, hacking and other offences.**

- 7.1 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 7.2 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 site will cease immediately.
- 7.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **8. Jurisdiction and applicable law.**

- 8.1 The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.
- 8.2 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **9. Further Information**

- 9.1 If you would like to know more about how We use Cookies, please contact Us by email using enquiries[at]ayom.co.uk or by post at Unit 4A, Edward VII Quay, Navigation Way, Preston, PR2 2YF.
- 9.2 For more information about privacy, data protection and our terms and conditions, please visit the following:
  - 9.2.1 <https://www.comparedebtcollection.co.uk/assets/pdf/privacy-policy.pdf>
  - 9.2.2 <https://www.comparedebtcollection.co.uk/assets/pdf/terms-and-conditions.pdf>
  - 9.2.3 <https://www.comparedebtcollection.co.uk/assets/pdf/data-protection-policy.pdf>
- 9.3 If you have any concerns about material which appears on our site, please contact [enquiries@comparedebtcollection.co.uk](mailto:enquiries@comparedebtcollection.co.uk).