

# WiderPlan

## Terms and Conditions

The terms and conditions below set out the agreement between you and Wider Plan Ltd in relation to your use of the site.

### 1. Definitions and interpretation

- 1.1 The following terms are defined:
- "You" and "your" refers to you as the site user.
  - "We", "us" and "our" refer to Wider Plan Ltd, which owns and operates the Wider Plan brand. Our registered address is 11-16 Chestnut Court, Jill Lane, Sambourne, B96 6EW and our company registration number is 5207145.
  - "Service" refers to any service which we provide to you, for example advice and administration services relating to your membership one of our schemes or products.
  - The "site" and the "website" refer to the website [www.widerplan.com](http://www.widerplan.com) or to any other website operated and developed by Wider Plan Ltd and which displays these terms.
- 1.2 In these terms, unless clearly inconsistent with or otherwise indicated by the context:
- Words denoting a person or persons shall mean and include natural persons, partnerships, limited liability partnerships, associations, public and private companies, sole traders and unincorporated associations of persons.
  - The singular includes the plural and vice versa.
  - References to any gender shall include the other genders.
  - A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time.
  - Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as being illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 The headings to clauses are for convenience only and shall not affect the construction or interpretation of these terms.

### 2. The agreement

- 2.1 These terms and conditions together with our privacy policy comprise the entire agreement between you and us and supersede all prior agreements, understandings and proposals, whether written or oral, relating to your use of our site.

### 3. Acceptance of our terms and conditions

- 3.1 By registering, you signify that you agree to our terms and conditions. By continuing to use the site, you signify that you consent to the then current terms and conditions as available via the website at that time.

### 4. Registration process

- 4.1 If you are eligible to register, your employer will provide you with a scheme reference number to gain access to the site.
- 4.2 Registration may be completed via the telephone helpline displayed on the website. You may call this number Monday to Friday from 8am to 6pm.
- 4.3 Any information that you provide to us during registration or during your ongoing use of the site must be current and accurate. If

you supply any incorrect or inaccurate information this may be in breach of your employer's scheme rules and terms and conditions of employment.

### 5. Security

- 5.1 You are responsible for safeguarding your login details. You must contact us immediately if you believe that your account has been compromised or if you believe that the security of your account is at risk.
- 5.2 Any actions which take place in your account as a result of you failing to safeguard your login details will be deemed to be your responsibility.
- 5.3 While we take all reasonable precautions to ensure the security of the site and to protect your personal data, the nature of online systems means that it is not possible to completely guarantee security. In the event of the site being subject to a criminal attack, we will not be liable for any unauthorised access to your data or any loss which may arise.

### 6. Communications

- 6.1 Any notices from us to you shall either be displayed in your online account or emailed to you at the email address which is linked to your scheme or product membership.
- 6.2 It is your responsibility to provide us with a valid email address and to notify us should that email account ever become invalid.
- 6.3 It is your responsibility to access and read any account notifications which we send to your specified email address and we are not responsible for your failure to do so for any reason.
- 6.4 You are responsible for ensuring that emails sent by us to your email address are not quarantined or labelled as spam by your email software.

### 7. Use of the website

- 7.1 Should you be provided with an online account, this is solely for your personal use.
- 7.2 Use of the website should be for lawful purposes only. The site must not be used to:
- Collect or distribute any personal data about other users.
  - Participate in any fraudulent activities.
  - Copy or exploit the service, products or software for any personal or commercial purpose.
- 7.3 You must not attempt to interfere with the workings of our site in any way.
- 7.4 You must not attempt to bypass any security measures which we may use to restrict or prevent access to the site.
- 7.5 You must not use any scraper, robot, spider or any other automated means to access our site for any purpose.
- 7.6 All information and images on the site are the property of Wider Plan Ltd or of third parties. You must not copy or alter any of the site content without permission.

### 8. Purchasing products and services from third parties

- 8.1 For your convenience, the site may contain links to third party websites. It must be understood that third party websites are not controlled by us and therefore we cannot be held responsible for their content or actions.
- 8.2 When using a third party's website, you must be aware that any

personal information you supply to them will be handled in line with their privacy policy, not ours. You should check that you agree with their privacy policy before giving them any of your personal details.

- 8.3 Third parties may apply their own terms and conditions to the use of their websites or to their products and services. You should read their terms and conditions carefully, as well as any terms which relate to your use of their product or services, as your contract for the product or service will be between you and the third party, not between you and us.
- 8.4 It is your responsibility to evaluate any third party before using their services or purchasing products from them. The information displayed on our site in respect of any product or service is provided in good faith for your convenience. The inclusion of any link or other information on our site does not imply that we endorse or recommend it, except where the third party is our approved fulfilment partner.
- 8.5 We are not responsible for any aspect of a third party's service. If you are not satisfied with the product or service provided by a third party, you will need to raise your complaint directly with them. However, we will welcome your feedback about any third party.

## 9. Our rights

- 9.1 We reserve the right to modify the site at any time and we are under no obligation to notify you of these changes.
- 9.2 We reserve the right to suspend your account if it has been inactive for twelve months or more. By inactive, we mean the account has not been accessed and there is no active order in place.
- 9.3 We reserve the right to remove your access to your online account if your employer ceases to use our products or services.

## 10. Our liability

- 10.1 Your use of the site is entirely at your own risk.
- 10.2 We shall bear no liability for any aspect of a third party's service. Use of a third party's services is done entirely at your own risk.
- 10.3 We will do our best to ensure that our service runs smoothly. However, we do not warrant that your use of this site will always be uninterrupted or error free.
- 10.4 We shall bear no liability for any computer or internet failures that you experience while using the site.
- 10.5 While we take all reasonable precautions, we cannot guarantee that the site or its server is free of viruses and we will not be liable for any software damage or data loss resulting from your use of the site.

## 11. Data protection and privacy

- 11.1 We are registered under the Data Protection Act and we take our responsibility for data security and privacy seriously. Please read our privacy policy, which forms part of this agreement, for further details.

## 12. Sanctions and termination

- 12.1 We reserve the right to deny you access to the site without prior notification if we feel that there is a legitimate reason, including without limitation:
- any misuse of our services or website (as outlined in section 7), or
  - any violation of these terms, or
  - any suspected breach of security, or
  - any suspected criminal activity.
- 12.2 We shall co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone involved in suspected criminal activity.

- 12.3 If the site has been made available to you by your employer, your access may be removed if you cease to work for that employer.

## 13. Complaints and feedback

- 13.1 We welcome all feedback and suggestions. Should you wish to provide feedback or to raise a complaint, please contact us by phone on 0800 612 7550 or by email at [info@widerplan.com](mailto:info@widerplan.com). A copy of our complaints policy is available on request.

## 14. Legal notices

- 14.1 Legal notices from you to us must be served by registered mail to our company registered address.
- 14.2 Any legal notices from us to you will be emailed to the email address you provide during registration or be served by registered mail to your home address.
- 14.3 Unless we are notified that an email address is invalid, notice shall be deemed given 24 hours after the email has been sent.
- 14.4 Notices sent to either party by registered mail shall be deemed to have been received three days after the date that they were posted.

## 15. Governing law and jurisdiction

- 15.1 These terms, including the privacy policy, shall be governed and construed in accordance with English law, and the English courts shall have exclusive jurisdiction to determine the interpretation and application of these conditions if any disputes arise.
- 15.2 If the English courts find any provision of these terms to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions will not be affected.
- 15.3 Any claims under these terms must be made within one year of the cause of the claim arising.
- 15.4 Any claims by you under these terms shall be limited to direct losses and legal costs, not consequential loss.

## 16. Force majeure

- 16.1 We shall be not liable for any failure in our service or any breach of our responsibilities caused by circumstances beyond our reasonable control, including without limitation:
- Act of God, explosion, flood, tempest, lightning or extreme weather conditions.
  - Fire or accident.
  - War or threat of war, sabotage, insurrection, strike, labour dispute, riot, civil disturbance or requisition.
  - Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

## 17. Changes to these terms and conditions

- 17.1 We reserve the right to amend these terms and conditions at any time. We will notify you of any change by email or via your online account. Your continued use of the site will signify your agreement to the amended terms and conditions.