

# **Terms and Conditions: July 2016**

## **Introduction**

These terms and conditions form the basis on which you can visit and use expertpensions.co.uk (the “website”) and its associated services. Please read them carefully, together with our privacy policy as you may only use the website and our services if you accept them in full. If you access, view or use in any way any of the contents of the website or our services “we” (Expert Pensions Limited) will treat this as an acceptance of these terms and conditions.

## **Website Content**

### **Our Content**

We make all reasonable efforts to ensure that our website content is correct. However, we do not guarantee the correctness or completeness of our content and take no responsibility concerning its quality or fitness for a particular purpose. It is provided without any conditions or warranties of any kind. The content within this site including that posted on member forums is for educational study purposes only. We do not provide financial advice in any shape nor form through Expert Pensions Limited and it should not be used for this purpose. We may make changes to our content at any time and without notice to ensure study content is appropriate.

## **Intellectual Property**

The copyright and all other intellectual property rights in this website belong to us or our licensor(s). The material in the website is made available solely for your personal use. You may not store, reproduce or modify the whole or any part of the website or its contents for any purpose other than the private and personal use of yourself. Temporary copies which are made necessarily when downloading the website are permitted. Legitimate uses include viewing and printing of material.

We have taken all reasonable steps to ensure that we have not infringed the intellectual property of any third parties. If, however, you believe that any material on this site infringes your intellectual property rights, please email us at [hello@expertpensions.co.uk](mailto:hello@expertpensions.co.uk)

## **Your Use of the Website**

In addition to the above provisions under Website Content you may not:

- Use material from the website for any unlawful purpose
- Access the website in any way which interferes with its normal functioning
- Include in any other website links to any page on this site other than the home page ([www.expertpensions.co.uk](http://www.expertpensions.co.uk)) without obtaining our written consent. Specifically, “deep-linking” from your website and accessing our website in such a manner that it appears to be part of a third party’s website (for example, by the use of a frame) are not permitted.
- Conduct any automated data collection activities with respect to the website or our system. These activities include, without limitation, scraping, data harvesting and data mining.

## **The Services Provided Through our Website**

We provide only educational services and training and development support for the financial services sector. These services are described on the relevant pages of the website.

## **Permitted Use of our Materials**

Our materials and support services are provided for private study by a specific, named person in preparation for the specified exams. They may not be used for any other purpose. Specifically they may not be resold or made available to others. Multiple electronic copies may be created for backup purposes, together with printed copies, but they may only be used by the named client. We retain copyright in all materials produced and record when documents or other materials are accessed.

## **Quality of our Materials**

We believe all of our materials to be of a high quality and fit for purpose. However, as assessment of this quality is subjective, we are not able to guarantee fitness for purpose.

## **Exam Results**

We cannot guarantee that any client will pass the exams for which we provide support materials. While we believe the support we provide to be of the highest quality, we have no control over the use made of them. No liability can be accepted for failure in any exams. We do everything we can to ensure you are best prepared for every exam, within the best professional and ethical conduct we operate under. For the avoidance of any doubt, we do not and never have nor never will offer any kind of exam pass guarantee using our study support. That is technically, professionally, ethically and morally impossible.

## **Commencement of Service**

Our service commences when you have chosen one of our online memberships or agreed an offline package with us which includes access to our online material whether or not you have made the specified payment either online or by another mutually acceptable payment method.

## **Length and termination of Services**

Our online Courses or Modules give members access for 365 days from purchase. Full details can be found on the relevant product pages.

In order to give you a flavour of what we do and for you to decide before you purchase if what we offer is a suitable training method for you, we offer certain modules on a Free Trial basis, these may also include video tutorials, but the content is entirely at our discretion at all times. No access to members forums will be given with any free or trial modules and we reserve the right to remove access to free/trial modules at any time and without notice.

All other packages - please refer to relevant product pages or contact on:  
[hello@expertpensions.co.uk](mailto:hello@expertpensions.co.uk) to discuss further

We reserve the right to refuse any application, remove any member or instantly terminate any subscription, paid or otherwise. We decide who we deal with. We want to work with and help those who conform to the same professional standards of conduct which we aspire to; any doubtful conduct which puts at doubt conduct which could not be described as 'fit and proper' will not be tolerated.

Where we can, prices quoted are EXCLUSIVE of standard rate vat (which currently stands at 20%: July 2016) and will be added to the final cost at checkout or included in your invoice.

Our store is hosted on Woocommerce. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Membership packages are only available to customers in mainland UK and Northern Ireland. If you are based outside the UK and would like to purchase any of our services, please contact us.

## **12 Month - All-Inclusive Online Packages and Multiple online Packages**

These packages give access for a named person (the purchaser), for a 12 month period (from date of purchase if by way of lump sum or from receipt of first payment if paying by monthly instalments) to an agreed number of courses.

To apply for these packages or have a package created specific to your own needs please contact: [hello@expertpensions.co.uk](mailto:hello@expertpensions.co.uk).

We reserve the right to refuse any application, remove any member or instantly terminate any subscription, paid or otherwise. We want to work with and help those who conform to the same professional standards of conduct which we aspire to; any doubtful conduct which puts at doubt conduct which could not be described as “fit and proper” will not be tolerated.

## **Cancellation and refunds**

### **Cancellation by us**

In the unlikely event that due to circumstances beyond our control we are forced to cancel or reschedule a study workshop or other event organised by us. We will endeavour to give all participants as much notice of this cancellation or new schedule as possible, either by email or telephone. You will then have 48 hours within which to inform us if a rescheduled date is not suitable for you. In the event of such cancellation or in the case of a reschedule not being suitable we will issue a refund within 30 days of the date of cancellation by whatever means you originally used to pay us. We do not accept liability for additional expenses incurred by you as a result of any cancellation or rescheduling of study workshop or event.

### **Cancellation by you**

Once you have paid for a workshop, event or study plan and you have commenced the workshop, event or study plan, you are not able to cancel your purchase. If your workshop or event has not started, in accordance with the Consumer Protection (Distance Selling) Regulations 2000, you may cancel your contract with us within 7 working days after the date of your order confirmation and we will refund the purchase price within 30 days of the date of cancellation via the same means used to purchase. If you have paid to purchase tickets to attend a workshop or event which takes place within 7 days of your order confirmation, you hereby waive your cancellation rights.

## **Complaints Policy**

**If you have a concern or complaint, please contact us as soon as possible so this can be addressed. All complaints will be addressed and passed to the Expert Pensions Limited.**

**We will send you a letter acknowledging receipt of your complaint within five days of receiving the complaint. We aim to resolve your complaint fully within 21 days of sending you the acknowledgement letter.**

**If, after due consideration, we consider the complaint reasonable we will make an appropriate recompense (financial or otherwise).**

### **E-books, factsheets and other digital downloads**

Due to the digital nature of these products, no automatic right of refund or cancellation exists after a purchase has been made by you in accordance with Regulation 13 of the Consumer Protection (Distance Selling) regulations 2000. This does not affect your statutory rights.

### **Liability**

Except for death or personal injury arising from our negligence, we shall not be liable for any direct, indirect or consequential loss or damage (including without prejudice to the foregoing generality, any lost business opportunities, loss of profit or goodwill) arising from or in any way connected either with

the website, or your inability to use the website or with any other materials provided by us, either free or as part of a product or service purchased from us.

We try to ensure that this website and any digital products we provide are free from viruses or defects. However, we cannot guarantee that your use of this website, any websites accessible through it or any digital products we provide will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website or our digital products. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website. We take your security seriously and as such we host our site on secure hosting network. That network includes intrusion detection and intrusion prevention systems used, firewalls, regular vulnerability scanning for all infrastructure, servers, databases and applications, and more.

### **Force Majeure**

If, as a result of forces outwith our reasonable control, we are unable to meet our commitments we will either deliver the service at a time agreed with you or reimburse you with the fee paid. You may choose your preference from these two alternatives. We cannot be responsible if the case studies issued by the examining bodies are either delayed or inaccurate. In any case we accept no liability greater than the fee paid.

Whilst we will always endeavour to keep the website working and keep any downtime to a minimum. We do not guarantee the availability of the site at any time and accept no responsibility for any loss of data, for any denial, restriction or interruption of access or any subsequent inconvenience.

### **Changes to Terms and Conditions**

We may, from time to time, make changes to these terms and conditions. Such changes will take effect from their date of publication on the website. They will not be retrospective. Please check this page regularly to ensure familiarity with the current version.

### **Breach of these Terms and Conditions**

If you breach these terms and conditions in any way we reserve the right to take any lawful action we consider appropriate to deal with this. Such actions include, without limitation, withdrawing your registration for our newsletter, terminating any contract for supplying you with services, blocking access to the website for computers using your IP address, banning you from accessing the website, requesting your ISP to block your access to the website and, where necessary, instigating court proceedings against you.

### **Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with Scots law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Scotland as long as we remain part of the UK. If Scotland ever becomes Independent from the rest of the UK, we will instantly register the company in England and will be conducting our business on the basis of English law.

### **Validity of Terms**

If any provision in these terms and conditions is found to be unenforceable or unlawful, this will not invalidate the rest of the provisions.

### **Business Details**

Business Name: Expert Pensions Limited

Registered Office: 47- 49 West Main St, Armadale, West Lothian, EH48 3PZ  
Registered In Scotland, registered no SC406704

**Vat Number: 163 1337 31**

Terms and conditions last revised on **July 2016**.

Please note we have no official link or connection with either the Chartered Insurance Institute (CII), Chartered Institute of Securities and Investments (CISI) or the Institute of Financial Services (Ifs). These are well-respected industry bodies in their own right with no connection with Expert Pensions Limited. These organisations own each of their respective copyrighted logos, images and brands and in no way nor intention does Expert Pensions Limited suggest otherwise in any shape or form and will retract immediately anything which does.

If you have any questions about these terms and conditions please email us at [hello@expertpensions.co.uk](mailto:hello@expertpensions.co.uk)

We run a small, but ethical and professional educational training and development business. We run it on an ethical and transparent basis and are very happy to discuss any of this small print. It's designed to protect you and us and solely for the purposes of establishing exactly on what terms we are contracting. Nothing is deliberately designed to catch anyone out. We are here to help where we can – just give us a call or drop us a line.

## **Privacy Policy**

At Expert Pensions Limited we respect your right to control how your personal data is used, however, in order to offer our service we do need to process some personal data. This privacy policy describes how we will do this if you choose to use our website. It also explains your data subject rights and our use of cookies. The policy complies with the Data Protection Act 1998. Expert Pensions Limited is registered with the Information Commissioner's Office to process personal data: registration number Z3100505.

### **What Information Do We Collect And Why?**

You may use this website without submitting any personal information. However, there are ways that you may enter information:

- registering for our free Newsletter
- registering for our Blog updates
- purchasing any of our products or services

To register for the free newsletter the only information required is your email address. Newsletters will consist of information which we believe will be useful to you and will include details of our services. Every newsletter will include an "unsubscribe" link. We may collect other information from you like your name, address, contact telephone number along with information about your computer and visits to our website, and any other information you may send us.

No information you submit to our website will be shared with any third party unless you request it or it is required by law. We will never, ever, sell your data to a 3rd party.

Where your employer pays for your training package with us, we will upon your employer's request provide your employer with details of your membership status, record of activities through the website or other activities like workshops and revision courses. As we said, we will not share our mailing list with anybody other than in the sale of the company to new owners. Your data stays with Expert Pensions Limited in perpetuity.

We record everything you do on our website. Everything you do on the website will be recorded and stored for purposes of learning analysis to track your progress.

When you subscribe to our website you are agreeing to this tracking. There is no option to opt out. When you sign up for a subscription, you are being tracked and your learning analytics are being stored for use by expert pensions and you can request them at anytime.

If any questions please contact: [hello@expertpensions.co.uk](mailto:hello@expertpensions.co.uk)

### **Cookies**

For our cookies policy please go to:

<https://expertpensions.co.uk/cookies/>

Blog Disclaimer

<https://expertpensions.co.uk/disclaimer/>

### **Security**

We take appropriate measures, both organisational and technical, to keep your data secure. However, we are unable to guarantee the security of data which is being transferred over the Internet.

Expert Pensions Limited may store, process and/or transfer personal data including Personally Identifiable Information to countries outside of the EEA, specifically to servers in the US. If you do not agree to this procedure you should not use our services. Data is transferred outside the EEA, to servers owned and operated by Google Inc for data management and business purposes, in particular, for certain outsourced data processing undertaken by Eventbrite Inc, Stripe Payments

Europe, Ltd and Google Inc on behalf of Expert Pensions Limited. By using our products and services you consent to our transferring your information to countries outside the EEA, if necessary, for legitimate business purposes as outlined above. Expert Pensions Limited take all reasonable steps to ensure your information is adequately protected.

The data protection standards required by US law are not equivalent to EEA standards. To comply with the adequacy requirements of the European Data Protection Directive 95/46/EC, Google Inc., 1600 Amphitheatre Parkway, Mountain View, California, 94043, is a participant in the Safe Harbor program developed by the U.S. Department of Commerce and the European Union.

Google Inc take data security extremely seriously, for more details of the data security measures undertaken by Google please visit [http://www.google.com/apps/intl/en-GB/trust/data\\_protection.html](http://www.google.com/apps/intl/en-GB/trust/data_protection.html)

### **Links to Other Websites**

This website may include links to other, third party websites which we believe to be of interest to our visitors. While we believe that these are reputable websites, we have no control over them or their content and take no responsibility for the correctness or usefulness of their content or for their processing of personal information.

### **Your Rights**

The Data Protection Act 1998 gives you the right to request details of any of your personal information that we hold. It also permits us to charge a fee of up to £10 for this and we will require proof of identity. We must respond within 40 days. You may also ask us to correct or delete any of your personal information that we hold or ask us to stop using it (e.g. unsubscribe from our eNewsletter). You may contact us using the details below.

### **Amendments to Privacy Policy**

We may amend this privacy policy from time to time. The current version was updated

### **Contact**

If you have any questions concerning this privacy policy please contact us by email at: [hello@expertpensions.co.uk](mailto:hello@expertpensions.co.uk)

We are always happy to have a chat about anything we do and why we do it. We operate an ethical and transparent business for the purposes of education, not for intentionally stealing and selling customer data.

## **Disclaimer**

Opinions expressed on the Expert Pensions blog and in any corresponding comments are the personal opinions of the original author, not of Expert Pensions Limited. Some of the authors posting to this site are engaged as technical consultants for Expert Pensions Limited. The content is provided for informational purposes only and is not meant to be an endorsement or representation by Expert Pensions Limited or any other party. None of the material and never under any circumstances, do we provide regulated advice nor any of our associates. We are not regulated by FCA.

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You also grant to Expert Pensions Limited a worldwide, perpetual, irrevocable, royalty-free and fully-paid, transferable (including rights to sublicense) right to exercise all copyright, publicity, and moral rights with respect to any original content you provide.

The comments are moderated. Comments will appear as soon as they are approved by a moderator.



# **Cookie Policy**

## ***What is a Cookie?***

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies are useful because they allow a website to recognise a user's device. You can find more information about cookies at:

- [www.allaboutcookies.org](http://www.allaboutcookies.org)
- [www.youronlinechoices.eu](http://www.youronlinechoices.eu)
- For a video about cookies visit [a look at cookies](#)

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improve the user experience. They can also help to ensure that adverts you see online are more relevant to you and your interests. The cookies used on this website have been categorised based on the categories found in the ICC UK Cookie guide.

### **Category 1: strictly necessary cookies**

These cookies are essential in order to enable you to move around the website and use its features, such as accessing secure areas of the website. Without these cookies services you have asked for, like shopping baskets, billing and members areas, cannot be provided.

### **Category 2: performance cookies**

These cookies collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works. By using our website, you agree that we can place these type of cookies on your device.

### **Category 3: functionality cookies**

These cookies allow the website to remember choices you make (such as your user name, language or the region you are in) and provide enhanced, more personal features. For instance, these cookies can be used to remember changes you have made to text size, fonts and other parts of web pages that you can customise. They may also be used to provide services you have asked for such as watching a video or commenting on a blog. The information these cookies collect will be anonymised and they cannot track your browsing activity on other websites. By using our website, you agree that we can place these type of cookies on your device.

### **Category 4: targeting cookies or advertising cookies**

These cookies are used to deliver adverts more relevant to you and your interests They are also used to limit the number of times you see an advertisement as well as help measure the effectiveness of the advertising campaign. They are usually placed by advertising networks with the website operator's permission. They remember that you have visited a website and this information is

shared with other organisations such as advertisers. Quite often targeting or advertising cookies will be linked to site functionality provided by the other organizations. **Expert Pensions Limited do not use any category 4 cookies whatsoever on this website.**