

# Terms & Conditions of Website Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

These terms and conditions (together with the documents referred to in it) set out the terms under which you may use of our website [www.rossendales.com](http://www.rossendales.com) (“Our Website”) and our services, whether as a registered client, debtor, guest or a registered user. Use of Our Website includes accessing, browsing, or registering to use our website.

Please read these terms of use carefully before using our Website, as these will apply upon your first use of Our Website. We recommend that you print a copy of this for future reference.

**Part A** covers our general terms of website use.

**Part B** covers our client and debtor services. Our client services are governed by the service agreement between the client and us, however all clients must review and agree to the conditions covering online client services below. If you are a debtor, please ensure that you understand our terms governing our payment services below.

By using Our Website, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms of use, you must refrain from using Our Website immediately.

## **Part A** – General Terms of Website Use

### **1. Information About Us**

- 1.1 Our website is owned and operated by Marston (Holdings) Limited (“We, Us, Our”), a company registered in England and Wales under company number 0430548. Our main trading address is PO Box 12019, Epping CM16 9EB.
- 1.2 We are a privately owned specialist UK Group operating in the field of civil and High Court Enforcement.
- 1.3 Our other trading companies (“Our Principal Trading Companies”) are as follows:
  - 1.3.1 Marston Group Limited (company number 2512508)
  - 1.3.2 Rossendales Limited (company number 01501584)
  - 1.3.3 Swift Credit Services Limited (company number 01159954)
  - 1.3.4 C W Harrison and Co High Court Enforcement Limited (company number 07860238)
  - 1.3.5 Scott & Co (Scotland) LLP (company number SO305258)
  - 1.3.6 Burlington Credit Limited\* (company number 05397925)
  - 1.3.7 Engage Services Limited\* (company number 07362435)
  - 1.3.8 Moreton Smith Receivables Limited (company number 08486496)

\*Authorised and regulated by the Financial Conduct Authority for accounts formed under the Consumer Credit Act 1974 (amended 2006).

- 1.4 All of Our companies have registered offices at Rutland House, 148 Edmund Street Birmingham B3 2JR except for Scott & Co (Scotland) LLP which has its registered office at 12 Drumsheugh Gardens, Edinburgh, EH3 7QG.

## 2. **Access to Our Site**

- 2.1 Access to Our Site is free of charge. No part of Our Site requires payment of any kind in order to access or use it.
- 2.2 It is your responsibility to make any and all arrangements necessary in order to access Our Website. You are also responsible for ensuring that all persons who access Our Website through your internet connection are aware of these terms and that they comply with them.
- 2.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue or change the service we provide on Our Website (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Website (or any part of it) is unavailable at any time and for any period.
- 2.4 From time to time, we may restrict access to some parts of our website or our entire website to clients who have registered with us. We will notify you in advance of any restriction taking effect.
- 2.5 We do not guarantee that Our Website, or any content on it, will always be available or be uninterrupted.

## 3. **Intellectual Property Rights**

- 3.1 Any logos, trademarks, service marks or domain names of the Companies with which we have business relationship remain the intellectual property rights of those companies. You may not reproduce them without prior written consent from the Companies.
- 3.2 Other than the above, We are the owner or the licensee of all intellectual property rights, including, without limitation, all logos, trademarks, service marks, domain names, database rights, rights in designs, rights in know-how, patents and rights in inventions (whether registered or unregistered) and all other intellectual or industrial property rights in any jurisdiction and in any information, content, materials, data or processes contained in or underlying this website and/or services we provide, belong to Marston (Holdings) Limited or its other trading companies. All of these are protected by copyright laws and treaties around the world. All rights of Marston (Holdings) Limited in such intellectual property rights are hereby reserved.
- 3.3 Subject to Clauses 3.4 and 3.8 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

- 3.4 You may:
  - 3.4.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
  - 3.4.2 Download Our Site (or any part of it) for caching;
  - 3.4.3 Print pages from Our Site;
  - 3.4.4 Download extracts from pages on Our Site;
  - 3.4.5 Save pages from Our Site for later and/or offline viewing; and
  - 3.4.6 Draw the attention of others within your organisation to material posted on our Website.
- 3.5 You must not modify the paper or digital copies of any content you have printed off or downloaded in any way. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.6 Our status as the owner and author of the content on Our Website (or that of identified licensors, as appropriate) must always be acknowledged.
- 3.7 You may not use any content saved or downloaded from Our Website for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Website for general information purposes whether by business users or consumers.
- 3.8 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; the making of personal copies for private use; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

#### 4. **Links to Our Website**

- 4.1 You may link to Our Website provided that:
  - 4.1.1 You do so in a fair and legal manner;
  - 4.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 4.1.3 You do not use any logos or trademarks displayed on Our Site without Our express written permission; and
  - 4.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

- 4.2 You may not link to Our Site from any other site the main content of which contains material that:
- 4.2.1 Is sexually explicit;
  - 4.2.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 4.2.3 Promotes violence;
  - 4.2.4 Promotes or assists in any form of unlawful activity;
  - 4.2.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 4.2.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 4.2.7 Is calculated or is otherwise likely to deceive another person;
  - 4.2.8 Is designed or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
  - 4.2.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);
  - 4.2.10 Implies any form of association, affiliation, endorsement or approval on Our party where none exists;
  - 4.2.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
  - 4.2.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 4.3 The website from which you are linking must comply in all respects with the content standards set out in these terms and conditions and be appropriate to our business and/or needs of our customers.
- 4.4 Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice.
- 4.5 If you wish to make any use of material on our website other than that set out above, please address your request through our Contact page.

## 5. **Links to Other Sites**

- 5.1 Links to other sites and resources provided by third parties, by means of hyperlinks or emailed to you as part of our services may be included on Our Website. Unless expressly stated, these sites are owned and operated by third parties and are not under Our control.
- 5.2 We neither assume nor accept responsibility or liability for any statements, information, products or services that published or may be accessible through third party websites or for any loss or damage that may arise from your use of them. The inclusion of a link to

another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## 6. **Disclaimers**

- 6.1 None of the information presented on this website constitutes legal advice on which you should rely. It is provided for general information purposes only. Professional or independent legal advice should always be sought prior to taking any action relating to civil or High Court Enforcement.
- 6.2 We make no representation, warranty, or guarantee that Our Website will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 6.3 We make reasonable efforts to ensure that the content on Our Website is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date.

## 7. **Our Liability**

- 7.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Website or the use of or reliance upon any content included on Our Website.
- 7.2 To the fullest extent permissible by law, We exclude liability for all representations, warranties, and guarantees (whether express or implied) that may apply to Our Website or any content included on Our Website.
- 7.3 We accept no liability for loss of profits, sales, income or revenue; loss of business opportunity, data, goodwill or reputation; wasted office or management time; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 7.4 We exercise all reasonable skill and care to ensure that Our Website is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other technologically harmful material or event that may adversely affect your hardware, software, programs, data or other proprietary material that occurs as a result of your use of Our Website (including the downloading of any content from it) or any other site referred to on Our Website.
- 7.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, legal restrictions, censorship or any other actions beyond our reasonable control.
- 7.6 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 7.7 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation to you, whether restitution or otherwise, arising in connection with the performance or contemplated performance of these terms shall in all circumstances

be limited:

- 7.7.1 In the event that your claim is connected with an amount, claim or debt using a reference number obtained from us, to £1000 or to the value of that amount, claim or debt, whichever is the higher;
  - 7.7.2 In the event that your claim is connected to a payment you have made through our website, to the amount of that payment;
  - 7.7.3 Any claim arising as a result of clause 8.7 must be notified to us in writing within 6 (six) months of the date that such liability arises. Failure to provide notice within this period will forfeit any claim.
- 7.8 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## 8. **Viruses, Malware and Security**

- 8.1 We exercise all reasonable skill and care to ensure that Our Website is secure and free from viruses and other malware.
- 8.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 8.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Website.
- 8.4 You must not attempt to gain unauthorised access to any part of Our Website, the server on which Our Website is stored, or any other server, computer, or database connected to Our Website.
- 8.5 You must not attack Our Website by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 8.6 By breaching the provisions of sub-Clauses 9.3 to 9.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Website will cease immediately in the event of such a breach.

## 9. **Acceptable Usage Policy**

- 9.1 You may only use Our Website in a manner that is lawful. Specifically:
- 9.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;
  - 9.1.2 You must not use Our Website in any way, or for any purpose, that is unlawful or fraudulent;
  - 9.1.3 You must not use Our Website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
  - 9.1.4 You must not use Our Website in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 9.2 We reserve the right to suspend or terminate your access to Our Website if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
- 9.2.1 Suspend, whether temporarily or permanently, your right to access Our Website;
  - 9.2.2 Issue you with a written warning;
  - 9.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 9.2.4 Take further legal action against you as reasonably appropriate and lawful;
- 9.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## 10. **Privacy and Cookies**

- 10.1 Use of Our Website is also governed by Our Cookie and Privacy Policies, available from [www.rossendales.com/cookie-policy](http://www.rossendales.com/cookie-policy) and [www.rossendales.com/privacy-policy/](http://www.rossendales.com/privacy-policy/) . These policies are incorporated into these Terms and Conditions by this reference.
- 10.2 Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- 10.3 Our Cookie Policy sets out information about the cookies on Our Website.

## 11. **Changes to these Terms and Conditions**

- 11.1 We may change these terms of use at any time by amending this page. The revised terms will be effective from the date they are posted on our website. You are expected to check this page from time to time to take notice of any changes we made because they are binding on you.
- 11.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

12.3 Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

## 12. Law and Jurisdiction

12.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

12.2 Any claim or disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non-exclusive jurisdiction of the English courts. We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

## 13. Contacting Us

13.1 If you have any concerns about material which appears on Our Website, or would like to contact us for whatever reason, our details are available on our Contact Us page.

## **Part B** – Online Services

### 14. Login Details

14.1 If you choose or you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat that information as confidential. You must not disclose it to any third party.

14.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if, in our opinion you have failed to comply with any of the provisions of these terms of use.

### 15. Inputting Data

15.1 Where our website requires you to input data into an electronic form or information field, it is important that you check all the details are correct- in particular spelling and numbers where errors can arise before submitting the form.

15.2 Notwithstanding any other provision of these terms, we are not responsible for any inaccurate, incomplete or otherwise erroneous inputting of any data relating to the service that may be caused as a result of your use of Our Website.

15.3 If you believe that data or other information has been submitted incorrectly, you should not complete a new form or use the back button on your internet browser. If you have questions about this please Contact Us.



## 16. **Payment Services**

- 16.1 We use secure online payment systems managed by third parties on our behalf. Payments are accepted by direct debit or credit card only.
- 16.2 If you are a third party making a payment on behalf of a debtor, by proceeding with a payment, you confirm that you have the necessary authority and/or permission to do so.
- 16.3 If you require confirmation of your payment, please print a copy of the confirmation screen. You will only receive an email confirmation of your payment if you include an email address with your payment.

## 17. **Refunds**

- 17.1 Where a payment has been authorised by you and allocated to discharge a specific debt there is a strict no refund policy.
- 17.2 If you believe that a payment has been made in error or that it contains incorrect material details you must follow our complaints handling policy in our Customer Care section.

Thank you for visiting our website.

Rossendales. A part of Marston Holdings.

© Marston (Holdings) Limited 2016

Version 3 (October 2016)