

# Terms and Conditions

## **1. USING THE WEB SITE**

By using our Web site, you are deemed to have accepted the following terms and conditions. If you do not want to be legally bound by these terms and conditions, please do not access or use the Web site. We reserve the right to change these terms and conditions at any time and you are advised to review these terms regularly to ensure you are aware of any changes. Your continued use of the Web site after such changes are posted will be deemed agreement on your part to these terms and conditions as amended.

## **2. DISCLAIMER AND LIMITATION OF LIABILITY**

2.1 The content of this Web site is intended to provide general guidance on matters of interest and about the services provided by STERLING FINANCIAL ADVICE LTD. The content of this Web site does not constitute, nor should it be relied upon as, professional advice. Please contact STERLING FINANCIAL ADVICE LTD for advice on any particular area of interest.

2.2 In preparing and maintaining this Web site every effort has been made to ensure the content is up to date and accurate. However, law and regulations change continually and unintentional errors can occur and the information may be neither up to date nor accurate. STERLING FINANCIAL ADVICE LTD makes no representation or warranty (including liability towards third parties), express or implied, as to the accuracy, reliability or completeness of the information published on this Web site.

2.3 Except for death or personal injury caused by negligent acts or omissions, STERLING FINANCIAL ADVICE LTD accepts no liability for any loss or damage whatsoever (including but not limited to any indirect, consequential, special, exemplary or similar damages) arising as a result of any decision or action taken or refrained from as a result of information contained on the Web site or other Web sites to which it may be linked, or as a result of your use or misuse of the Web site.

2.4 Without prejudice to the generality of clause 3.4.4, you agree to indemnify, defend and hold harmless STERLING FINANCIAL ADVICE LTD against any claim, liability, cost, damage, or loss we may incur (including without limitation legal fees) as a result of any violation by you of your obligations under these terms and conditions.

## **3. THIRD PARTY WEB SITES**

This Web site contains links to Web sites maintained by parties other than STERLING FINANCIAL ADVICE LTD. These links are provided simply to increase the information available to you and we accept no responsibility or liability in respect of the accuracy, timeliness, suitability or lawfulness of the information contained on third party Web sites. The inclusion of a link to a third party Web site does not constitute an endorsement of that site by STERLING FINANCIAL ADVICE LTD.

## **4. PRIVACY POLICY**

This section contains information about STERLING FINANCIAL ADVICE LTD policies governing the collection and use of your personal information. From time to time we may need to make changes to this privacy policy. Any updates to our privacy policy will be clearly posted in this section of the Web site. We advise you to regularly review this policy when you visit the Web site.

### **5. Information collected when you visit the Web site**

5.1 It will normally be clear when personal information is being collected. We may request your name, email address, postal address and post code, telephone number and company name, depending on the particular purpose for which your personal information is being collected.

5.2 The personal information required will be the minimum to enable STERLING FINANCIAL ADVICE LTD to deal expeditiously with your request or enquiry. In certain circumstances, additional information may be requested to enable us to provide the most appropriate response to your request or enquiry, or to enable us to send you additional information where you have indicated you would like to receive this. Where additional personal information is requested this will be marked and its provision is voluntary.

5.3 Sensitive information is not required or collected through the Web site except where legally required as part of the recruitment process. Sensitive information includes data relating to race or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health, sexual life or criminal matters. Where you do provide sensitive personal information as part of the recruitment process, your submission of such information will be deemed to constitute explicit consent to STERLING FINANCIAL ADVICE LTD use of that information in connection with the purpose for which it has been provided.

5.5 IP addresses of visitors are logged for administration and trouble shooting purposes. The IP address indicates the location of your computer on the internet. IP addresses are not used to track your session and are not linked to anything personally identifiable. This information may be aggregated to provide statistical information about the users of our Web site. No individual user will be identifiable from such information, which will be used to ensure that the Web site reflects the needs of our users

5.6 To ensure that our Web site is well managed and to facilitate improved navigation within the Web site, we may use cookies (small text files stored in a user's browser) or Web beacons (electronic images to count visitors who have accessed a particular page) to collect aggregate data. We use cookies to:

5.6.1 Manage our Web site. Cookies identify individual users when they log in to the Web site and enable us to personalise the Web site.

5.6.2 Track information on our systems and identify categories of users by items such as address, browser type and pages visited.

5.6.3 Analyse the number of visitors to different areas of the Web site and to make sure that our Web site is serving as a useful, effective information source.

### **5.2 Use of your personal information**

5.2.1 We will use your personal information for the specific purpose for which it was provided. By agreeing we may use your personal information to contact you with information about our products and/or services which we believe may be of interest to you.

5.2.2 If you wish to unsubscribe from communications sent by STERLING FINANCIAL ADVICE LTD, you may do so at any time by contacting us.

### **5.3 Your information and third parties**

5.3.1 Although we may provide the personal information to service providers that handle information, under a data processor agreement, on our behalf, we do not share, sell or distribute personal data to or with third parties unless the transfer of your data to third parties is necessary for the performance of the purpose for which it was provided.

5.3.2 Information is not provided to third parties for their own marketing purposes and mailings are not undertaken by STERLING FINANCIAL ADVICE LTD for third parties.

5.3.4 We may disclose, transfer, sell or assign any of the information described above, including personally identifiable information, to third parties, as a result of or in preparation for the sale, merger, consolidation, change in control, transfer of substantial assets, reorganisation or liquidation of STERLING FINANCIAL ADVICE LTD and you consent to such disclosure, transfer, sale or assignment.

### **5.4 Retention of your information**

Information is only kept for the period required for fulfilling your request and for a reasonable period of time thereafter for our administration and marketing purposes.

### **5.5 Security of your information**

5.5.1 Generally accepted standards of technology and operational security have been implemented to protect personal information from loss, misuse, alteration and destruction. However, as you may be aware, no data transmission over the internet can be entirely secure. As a result, while we will always use reasonable endeavours to protect your personal information, we cannot guarantee that any information you submit to us will be free from unauthorised third party use or intrusion. Therefore, we cannot guarantee the security of your personal information, or your use of the Web site.

5.5.2 We cannot guarantee that the Web site is free from viruses or malicious codes. You agree that it is your responsibility to satisfy yourself that your own information technology/equipment used to access the Web site is protected against such viruses and/or codes.

5.5.3 All employees and principals are required to keep personal information confidential and only authorised personnel have access to this information.

### **5.6 Monitoring emails**

We may intercept, monitor and/or keep records of email communications entering and leaving our systems. If you communicate through our systems you will be deemed to have consented to such interception and monitoring.

### **5.7 Links**

5.7.1 STERLING FINANCIAL ADVICE LTD is not responsible for the privacy policies of third party Web sites to which links are provided and you are advised to read the privacy policies on these Web sites before providing any personal information.

5.7.2 We cannot guarantee that third party Web sites to which links are provided are free from viruses or malicious codes. You agree that it is your responsibility to satisfy yourself that your own information technology/equipment used to access a third party Web site is protected against such viruses and/or codes.

## **5.9 Data controller**

The data controller collecting the information described in this statement is STERLING FINANCIAL ADVICE LTD. We are registered on the Data Protection Register, registration number **TO BE ADVISED**

## **5.10 Comments and questions**

If you have any comments or questions about this privacy policy please email [admin@sterlingfinancialadvice.com](mailto:admin@sterlingfinancialadvice.com) about data protection, visit [www.data.protection.gov.uk](http://www.data.protection.gov.uk).

## **6. SEVERABILITY**

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## **7. GOVERNING LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. As the STERLING FINANCIAL ADVICE LTD Web site can be visited from locations around the world with different laws from those of England, when you access the Web site you agree that the laws of England will apply to all matters relating to your use of the Web site. You and we also agree to submit to the exclusive jurisdiction of the English courts with respect to such matters. Notwithstanding this, we reserve the right to bring enforcement proceedings in any court or courts including, if appropriate, in the courts of your country of residence.