

Terms and conditions

Please read these terms carefully before using our site.

Ownership

Acalbfi.com is a site operated by Acal BFi UK Limited (“we”, “us”, “our” and “Acal BFi”). Our address is 3 The Business Centre, Molly Millars Lane, Wokingham, Berkshire RG41 2EY.

Unless specifically stated otherwise, we are not responsible for the information relating to us on our site and we make no warranty in respect of our site’s timeliness, accuracy or availability. The information provided is subject to our [privacy policy](#) which you should read before accessing such information.

Legal agreement

This page (together with the documents referred to on it) tells you the terms and conditions (“terms”) on which you may make use of our site acalbfi.com (“our site”), whether as a guest or a registered user. Please read these terms carefully before you start to use our site. By using our site, you indicate that you accept these terms and that you agree to abide by them. If you do not agree to these terms, please refrain from using our site.

We may modify these terms in its absolute discretion from time to time without individual notice to you. You will be deemed to have accepted any modifications if you continue to use our site after they have been posted.

Intellectual property rights

Our site, and all the information and graphic representations or images on it (“content”), are owned by, or licensed to us. The copyright and all other intellectual property rights in the content are the sole and exclusive property of us or our licensors. You may view our site on your computer screen and print its contents on your printer for personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the content.

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You warrant that it is legal for you to view this site in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using the content.

Using the site

Wherever you are asked to provide information in connection with our site, you agree to provide true, accurate, current and complete details. You are not obliged to provide us with any optional information requested.

You agree to the following conditions.

- Not to impersonate another person or use a false name or a name you are unauthorised to use, or create a false identity, origin, email address or try to mislead us or others as to the identity or origin of any communications, or to provide inaccurate or unreliable contact details.
- Not to modify, access or make available data stored on a computer or device which you have accessed through our network, when either: the owner of the data, computer or device has taken steps to prevent you from doing this; or the owner has expressed a wish that you do not do this.
- Not to make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (eg names/addresses) without their prior consent.
- Not to damage, interfere with or disrupt access to our site or do anything which might impair its functionality.
- Not to use our site in any way to send unsolicited (commercial or otherwise) email (“spam”) or any material for marketing or publicity purposes, or any similar abuse of either.
- Not to publish, post, distribute, disseminate or otherwise transmit, defamatory offensive, infringing, obscene, indecent or other unlawful or objectionable material or information.
- Not to make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, ‘trojan horses’, ‘worms’, or any other harmful software.
- Not to falsify the true ownership of software or other material or information contained in a file made available via our site.
- Not to obtain or attempt to obtain unauthorised access, through whatever means, to our site.

No unlawful or prohibited use

You undertake to us that you will not use our site for any purpose or in any way that is prohibited by these terms or is otherwise unlawful. You agree to indemnify us, our officers, employees, and licensors in respect of any loss that we or they may suffer as a result, directly or indirectly, of any breach by you of this undertaking.

Our use of your personal details

Please see our [privacy policy](#).

Liability disclaimer

You agree that you use our site entirely at your own risk.

In preparing our site we have endeavoured to offer current, correct and clearly expressed information. However, we cannot guarantee that the information will be accurate, complete or current at all times and accepts no liability for any reliance placed by any person on the information.

We make no representations or warranties of any kind about the suitability, reliability, timeliness, and accuracy of the information contained on our site for any purpose. We expressly disclaim all warranties and conditions with regard to this information, including, without limitation, warranties of technical efficiency, satisfactory quality, availability, non-infringement, completeness and fitness for a particular purpose.

We shall not be liable for any damages whatever, including but without limitation to, damages for loss of use, data or profits, arising out of the use or performance of our site, the provision of or failure to provide services, or for any information obtained through our site, or otherwise arising out of the use of our site, whether based on contract, tort, or otherwise, without limitation, even if we have been advised of the possibility of damage.

If you are dissatisfied with any portion of our site, or with any of these terms of use, your sole remedy, except as specifically provided in these terms, is to stop using our site.

Notwithstanding anything in these terms we does not disclaim liability for death or injury caused by our own negligence.

We reserve the right to remove any information or material on our site without warning, and without prejudice to any other accrued rights, and/or make available such information or material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

Availability

We reserve the right at any time to modify or discontinue, temporarily or permanently, your access to or use of our site with or without notice.

Virus protection and compatibility

While certain precautions have been taken to detect computer viruses and ensure security, we cannot guarantee that our site is virus-free and secure. We shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. We do not give any warranties as to the compatibility of our site with your computer systems, software and/or hardware.

Links to third-party sites

Our site contains links to sites operated by parties other than us (“third-party sites”). These links are provided for your convenience. When you activate one of them you will leave our site. We have no control over, and will accept no responsibility for or liability in respect of, material on any site that is not under our control. The inclusion of links to third-party sites does not imply any endorsement of the material on them or any association with their operators.

You will not arrange for any third-party site to be connected to any part of our site by way of hyperlink or otherwise without our written consent, which will only be given on the basis that any such link will be to our homepage.

Termination

We may restrict your access to our site, refuse to correspond with you, and/or remove your details from the relevant database without prejudice to any other accrued rights, without prior notice to you where:

- there is a regulatory or statutory change limiting the ability to provide access to our site
- there is any event beyond our reasonable control preventing us from providing access to our site (for example, and without limitation, technical difficulties, capacity problems and communications failures), or
- we consider in our sole discretion that you are abusing our site or are otherwise acting in breach of these terms.

Monitoring

We reserve the right to monitor and track your visits to our site.

General

A failure or delay by us in enforcing compliance with these terms shall not be a waiver of that or any other provision of these terms. None of these terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These terms constitute the entire agreement between you and us as to your use of our site and shall supersede any prior agreement or representation in respect thereof. The express provisions of these terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

Any and all notices to be given by either one of us to the other pursuant to or in connection with these terms shall be deemed sufficiently given when forwarded by email in each case addressed to you at the email address you have given us or to us at the email address displayed on our site.

Law and jurisdiction

English law governs these terms and conditions. You submit to the non-exclusive jurisdiction of the English courts.

Terms and conditions of sale

You can download our [terms and conditions of sale](#).

Last updated 4 January 2016