

WEBSITE TERMS - Conditions for use for this website

Company information

City Energy Network Limited is registered in the UK with company number 07889412. Our Registered Office is Coptic House, 4 – 5 Mount Stuart Square, Cardiff, CF10 5EE. We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA number is 718868.

We are also registered with the Information Commissioner's Office (ICO) under reference Z3489541.

Use of this site

By accessing any part of this site you agree to accept and be bound by these conditions. If you do not agree with any of them then you should stop using the site immediately.

This applies to public pages as well as specific login areas, designated to customers or suppliers.

Access to this site is limited to those pages that are explicitly linked from the home page. Any access or attempted access to pages other than those explicitly linked will be deemed unauthorised access and a potential breach of the Computer Misuse Act.

We may stop you using this site and deny you access in future for any reason, including where we believe that you have not complied with these conditions or if we have reasonable grounds to suspect that you are using the site for any improper purpose, including (but not limited to) fraudulent, abusive or illegal activity.

We have the right to amend the contents of the site or these conditions at any time. We may suspend access to the site without notice for any reason, including the maintenance and updating of the information on it. We reserve the right to amend, alter or add to information appearing on the site.

***In a nutshell** - By using cityenergy.org.uk you agree to these conditions.*

We will be regularly updating our site and may have to limit access while we make major upgrades. If you don't use this site in the correct way we may remove your access.

Accessibility

We have made reasonable efforts to ensure that the site is accessible from a wide range of computers and browsers. However, we cannot absolutely guarantee that you will be able to access the site if you change the hardware/software you are using and we do not accept liability if you are unable to do so.

***In a nutshell** - Most devices should be able to access our site but we are not liable if yours cannot.*

Accuracy of Information

We do our best to ensure that the information provided on this site is up to date and accurate. However, since some of the information is provided by third parties, we cannot guarantee this. Nor can we guarantee that it is suitable for your particular purposes, as the site is general rather than specific. Again, we exclude liability to the full extent allowed by law. This does not affect your statutory rights as a consumer.

If you believe that information on our website is inaccurate or if you have any suggestions on how the content of this website could be improved, please contact us with your comments or suggestions.

***In a nutshell** - If any information on our website is not correct we are not liable. Tell us if you think something isn't up to scratch.*

Customer feedback

We aim to provide the highest standard of service to every customer. If you are not completely happy with our service, we'd like to hear about it so we can do something to put it right. All concerns we receive are taken seriously.

We do everything we can to make sure our customers get the best products and service possible. However, sometimes we may not get things right the first time. When that happens, we want you to tell us what went wrong so we can put matters right.

You can log a complaint:

In person – call into our office. We are open Monday to Friday from 9am – 5.30pm.

In writing – write to us by post or email. Address your correspondence to the Office Manager.

By telephone – call us on 02922 499183 during our office hours and ask for our Office Manager.

If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at Exchange Tower London E14 9SR or by telephone on 0800 0234567.

Third party products and services

Where we provide links to other sites, we do not endorse any products or services advertised on them. Your use of these links is entirely at your own risk and we accept no responsibility or liability for the content, security, use or performance of these sites. We have not checked the content of these sites.

***In a nutshell** - We have linked this site to other sites that we think may help you. Don't blame us if you don't find them helpful.*

Links to our Site

You may not link any other website to this site without obtaining our consent in writing.

No liability

As with all websites, you should ensure that you have appropriate security and virus software installed to ensure that your computer, equipment, computer programs, data or other proprietary material cannot be damaged by your use of this website or any connected website. We shall not be liable for any loss or damage which may arise to your computer, equipment, computer programs, data or other proprietary material as a result of using this website or to your downloading of any material posted on it, or on any website linked to it.

We do our best to ensure that this site is free from viruses, bugs or other software or programs that may damage the operation of your computer. However, we cannot guarantee this and we do not accept liability if this happens.

Please note we may modify, suspend or discontinue, temporarily or permanently, the site (or any part of it) without notice at any time. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the site.

***In a nutshell** - Sometimes things go wrong that are out of our control. Use the site at your own risk.*

No warranty

Although we have taken all reasonable care to ensure that the material provided on this website is accurate, the information is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All condition, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law. Although we have taken all reasonable care to ensure that the information provided on this site is accurate, we give no warranties of any kind (express or implied) with regard to its accuracy, timeliness or completeness.

Opinions and any other contents at the site are provided by us for personal use and informational purposes only and are subject to change without notice.

In a nutshell - We are not liable.

Indemnity

You agree to reimburse us in full if we suffer any loss or damage or incur any costs because you use this site for illegal, immoral or improper purposes.

In a nutshell - Be reasonable and responsible, don't do anything silly and you'll be fine.

Security

Please remember that e-mails are not secure unless the data being sent is encrypted. We cannot accept any responsibility for unauthorised access by a third party or the corruption of data sent to or from us.

In a nutshell - Don't email personal data, but if you do it is at your own risk.

Intellectual Property, Copyright & Trademarks

City Energy's names and logos and all other brands, names, logos, marks and slogans on this website are the trademarks or service marks of us or our licensors.

You may print off copies of calculations or product information for your own personal use. You may not copy, use or print off any material for any commercial, illegal or immoral purpose. If you print off information, data, text or forms, you must not alter, amend or copy them, make any derivative works from them nor remove or obscure any logos, names or other proprietary or intellectual property marks showing ownership by us or any third party.

This website and the information it contains is owned by or licensed to City Energy Network Ltd and any third party names and logos used are reproduced with the consent of the third party concerned. Reproduction and copying of any information, names or logos on this website are not permitted without our specific prior written permission.

In a nutshell - We've spent loads of time and effort getting this site right – please don't copy it.

Personal Data

Take a closer look at our Privacy Notice which tells you what we will and won't do with your personal information. We and other members of our group will use the information you provide to consider any application for a loan. You agree that we may hold and process, by computer or otherwise, any information we gather about you as a result of this agreement and any other agreements or applications you have made with us.

Where necessary, for any of the above purposes, as well as to prevent fraud and money laundering, we may release your personal information to our regulators, to other members of our group and to fraud-prevention and law-enforcement agencies or to anyone we transfer our rights and duties to under this agreement. We may also release your personal information to others (such as mailing agencies) who carry out certain aspects of the administration of this agreement for us.

We may release information about payments made under the account to the person who introduced you to us (for example, a credit broker or an approved introducer). We will ensure the sharing of that information is lawful.

In a nutshell - We will process information about you as the law allows.

Marketing

We may contact you by mail, telephone, SMS text or email about products or services which may be of interest to you. You will be given an opportunity to indicate whether you wish to receive this information or not.

If you decide now or at any time that you do not want to receive marketing information on other products and services please write to The Data Protection Officer, City Energy, Coptic House, 4-5 Mount Stuart Square, Cardiff, CF10 5EE and we will ensure that your request is compiled with.

Credit Reference Agencies (CRA)

When you apply for a loan with us, may this be for our own loan programme Pay As You Save or indeed a loan we have brokered for you, we or the other lender will look at your credit file at credit-reference agencies such as Call Credit, Equifax or Experian. The credit-reference agencies will provide credit information about you including information from the electoral register. This credit search is used to check your identity and your eligibility for a loan. The credit reference agencies will add details of our searches and your application to the record which they hold about you. The credit-reference agencies will also add details of your final loan agreement, the payments you make under it and any default or failure to keep to its terms. Your credit-reference agency records will be seen by other organisations that make searches with those agencies.

While you are a customer of ours, we may carry out extra credit searches so we can manage your account. The credit-reference agencies will not add details of these searches to the record that they hold about you.

To prevent fraud, we or your lender will check your details with fraud-prevention agencies. If you provide false or inaccurate information and we or them suspect fraud, it will be recorded. We and other organisations may use and search these records (including access and use from other countries) to:

- help make decisions about credit and credit-related services and other facilities for you and members of your household;
- trace debtors, recover debt, prevent fraud, and to manage your accounts and facilities;
- check details of job applicants and employees; and
- check your identity to prevent money laundering unless you give us other satisfactory proof of identity.

If you want to receive details of those credit-reference and fraud-prevention agencies from whom we gather and with whom we record information about you, write to us at:

City Energy Network, Coptic House, 4-5 Mount Stuart Square, Cardiff, CF10 5EE

You have a legal right to these details. The credit-reference agencies and fraud-prevention agencies will also use the records to analyse statistics on credit and fraud.

In a nutshell - To protect our business and to comply with the law, we share information with credit reference and fraud prevention agencies.

Governing Law

English law governs these conditions and you agree that the English Courts shall have exclusive jurisdiction to determine any matter or dispute arising out of this site and these conditions.

This site is directed solely at individuals in the UK. If you choose to access this site from other locations, it's your responsibility to comply with all applicable local laws.

We reserve the right to transfer our rights duties and responsibilities set out in these terms and conditions to another party.

In a nutshell - Only apply for a loan through or with us if you live in the UK.