
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.villageguard.com (“Our Site”). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. You will be specifically required to read and accept these Terms and Conditions when signing up for an Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required for a User to access certain areas of Our Site, as detailed in Clause 4;
“Our Site”	means this website, www.villageguard.com and a reference to “Our Site” includes reference to any and all content included therein (including User Content, unless expressly stated otherwise);
“User”	means a user of Our Site;
“User Content”	means photographs, notes, messages, photographs, and files submitted by Users to Our Site; and
“We/Us/Our”	means Allied Westminster (Insurance Services) Ltd, a company registered in England under Company Number 02375709, whose registered and trading address is Allied House, Holgate Lane, Boston Spa, West Yorkshire, LS23 6BN.

2. Information About Us

2.1 Our Site, www.villageguard.com, is owned and operated by Allied Westminster (Insurance Services) Ltd, a limited company registered in England under Company Number 02375709 whose registered and trading address is Allied House, Holgate Lane, Boston Spa, West Yorkshire, LS23 6BN

2.2 We are regulated by the Financial Conduct Authority.

3. Access to Our Site

3.1 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. Certain parts of Our Site may require an Account to log in and submit User Content. Accounts are free of charge, but by invitation only to clients of Allied Westminster (Insurance Services) Ltd.

- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. **Accounts**

- 4.1 Certain parts of Our Site (including, but not limited to the ability to submit User Content) may require an Account in order to access them.
- 4.2 When accepting and managing an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.3 While we provide an initial password, if you forget your password you can request a new password at the log-in stage, which will be sent to your Registered email account. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.
- 4.4 You must not use anyone else’s Account without the express permission of the User to whom the Account belongs.
- 4.5 Any personal information provided in your Account will be collected, used and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out in Clause 16.
- 4.6 If you wish to close and delete your Account, you may do so at any time. Deleting your Account will result in the removal of your information. Deleting your Account will also remove access to any areas of Our Site requiring an Account for access.
- 4.7 If you close and delete your Account, any User Content you have submitted to Our Site will no longer be accessible and the licence granted to Us under sub-Clause 6.4 will be terminated.

5. **Intellectual Property Rights and Our Site**

- 5.1 Subject to the licence granted to Us under sub-Clause 6.4, Users retain the ownership of copyright and other intellectual property rights subsisting in User Content submitted by them (unless any part of such User Content is owned by a third party who has given their express permission for their material to be used in the User Content). All other content included on Our Site (including all user-facing material, and all underlying content such as code, software and databases) and the copyright and other intellectual property rights subsisting in that content, unless specifically labelled otherwise, belongs to or has been

licensed by Us. All content is protected by applicable United Kingdom and international intellectual property laws and treaties.

- 5.2 For personal use (including research and private study) only, you may:
 - 5.2.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.2.2 Download Our Site (or any part of it) for caching;
 - 5.2.3 Print pages;
 - 5.2.4 Download, copy, clip, print, or otherwise save extracts from pages on Our Site;
 - 5.2.5 Save pages from Our Site for later and/or offline viewing;
 - 5.2.6 View and use User Content in accordance with the permissions displayed with that User Content and set out in Clause 7;
- 5.3 You may not use any content (including User Content) downloaded, copied, clipped, printed or otherwise saved from Our Site for commercial purposes without first obtaining a licence to do so from Us, our licensors, or from the relevant User, as appropriate. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.
- 5.4 You may not systematically copy content from Our Site with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given Our express permission to do so.
- 5.5 Subject to sub-Clauses 5.2 and 5.7 and Clause 7 (governing User Content) you may not otherwise reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content or any other material from Our Site unless clearly given express permission to do so.
- 5.6 Our status as the owner and author of the content on Our Site (or that of identified licensors or Users, as appropriate) must always be acknowledged.
- 5.7 Nothing in these Terms and Conditions limits or excludes the fair dealing 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 no-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. User Content

- 6.1 An Account is required if you wish to submit User Content to Our Site. For terms and conditions pertaining to Accounts, please refer to Clause 4.
- 6.2 If you wish to submit User Content to Our Site, you agree that you will be solely responsible for that User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 8.

- 6.3 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.2. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.4 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By submitting User Content, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Site.
- 6.5 If you wish to remove User Content, you may do so by either the online self editing tools, or by contacting us via email: insurance@alliedwestminster.com with the subject header "User Account - website content". We will use reasonable efforts to remove the User Content in question from Our Site. Removing User Content also revokes the licence granted to Us to use that User Content under sub-Clause 6.4. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 6.6 We may reject, reclassify, or remove any User Content submitted to Our Site where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

7. Intellectual Property Rights and User Content

- 7.1 User Content included on Our Site and the copyright and other intellectual property rights subsisting in that User Content, unless specifically labelled otherwise, belongs to or has been licensed by the User identified along with that User Content. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 7.2 Users have the right to copy, distribute, publicly perform, publicly display, reproduce, and create derivative works based upon, each others' User Content provided that no such use is for commercial purposes.
- 7.3 We take technical measures to limit and/or restrict the ability of Users to unlawfully copy User Content submitted to Our Site. Despite such measures, We do not make any representation or warranty that your User Content will not be unlawfully copied without your permission.
- 7.4 Unless a particular User expressly states otherwise, the identity and ownership status of Users and User Content must always be acknowledged.
- 7.5 Nothing in these Terms and Conditions limits or excludes the fair dealing provisions of Chapter III of the Copyright, 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.

8. Acceptable Usage Policy

- 8.1 You may only use Our Site (including, but not limited to the submission of User Content) in a manner that is lawful and that complies with the provisions of this Clause 8. Specifically:
- 8.1.1 you must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
 - 8.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
 - 8.1.3 you must not use Our Site 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
 - 8.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 8.2 When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:
- 8.2.1 is sexually explicit;
 - 8.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - 8.2.3 promotes violence;
 - 8.2.4 promotes or assists in any form of unlawful activity;
 - 8.2.5 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;
 - 8.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 8.2.7 is calculated or otherwise likely to deceive;
 - 8.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
 - 8.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 8.2);
 - 8.2.10 implies any form of affiliation with Us where none exists;
 - 8.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 8.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 8.3 We reserve the right to suspend or terminate your Account and/or your access

to Our Site if you materially breach the provisions of this Clause 8 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

- 8.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
 - 8.3.2 remove any of your User Content which violates this Acceptable Usage Policy;
 - 8.3.3 issue you with a written warning;
 - 8.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 8.3.5 take further legal action against you as appropriate;
 - 8.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 8.3.7 any other actions which We deem reasonably appropriate (and lawful).
- 8.4 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.

9. **Links to Our Site**

- 9.1 You may link to Our Site provided that:
- 9.1.1 you do so in a fair and legal manner;
 - 9.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 9.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
 - 9.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 9.2 You may link to any page of Our Site provided you comply with the remainder of this Clause 9.
- 9.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at insurance@alliedwestminster.com (using subject header "User Account Website permissions") for further information.
- 9.4 You may not link to Our Site from any other site the content of which contains material that:
- 9.4.1 is sexually explicit;
 - 9.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 9.4.3 promotes violence;
 - 9.4.4 promotes or assists in any form of unlawful activity;

- 9.4.5 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;
 - 9.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 9.4.7 is calculated or is otherwise likely to deceive;
 - 9.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 9.4.9 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 9.4);
 - 9.4.10 implies any form of affiliation with Us where none exists;
 - 9.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 9.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 9.5 Please note that the content criteria described under sub-Clause 9.4 apply only to content over which the owner and/or operator of the site in question has direct control. You will not, therefore, be in breach of these Terms and Conditions if, for example, other users of a site on which you establish a link to Our Site post content such as comments that violate the above criteria.

10. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. 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.

11. **Advertising**

- 11.1 We may feature advertising on Our Site and We reserve the right to display advertising on the same page as any User Content.
- 11.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 11.3 We are not responsible for the content of any advertising on Our Site. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising on Our Site including, but not limited to, any errors, inaccuracies, or omissions.

12. Disclaimers

- 12.1 Nothing on Our Site constitutes advice on which you should rely. Our Site is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to insurance related matters.
- 12.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will be fit for a particular purpose, 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.
- 12.3 We make reasonable efforts to ensure that Our content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that such content is complete, accurate, or up-to-date. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site created by Us (that is not User Content) damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 12.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content submitted to Our Site. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

13. Our Liability

- 13.1 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 Site or the use of or reliance upon any content (whether that content is provided by Us or whether it is User Content) included on Our Site.
- 13.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any content (including User Content) included on Our Site.
- 13.3 Our Site is intended for non-commercial use only. If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 13.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. Subject to sub-Clause 12.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any content (including User Content) from it) or any other site referred to on Our Site.
- 13.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes

including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 13.6 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.

14. **Viruses, Malware and Security**

- 14.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware including, but not limited to, the scanning of all User Content for viruses and malware as it is uploaded. We do not, however, guarantee that Our Site is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 13.4.
- 14.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 14.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 14.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 14.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6 By breaching the provisions of sub-Clauses 14.3 to 14.5 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 Site will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

15. **Privacy and Cookies**

Use of Our Site is also governed by Our 'Privacy and Cookie Policies', available from a link on the site footer. These policies are incorporated into these Terms and Conditions by this reference.

16. **Data Protection**

- 16.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.
- 16.2 We may use your personal information to:

16.2.1 Reply to any communications you send to Us;

16.2.2 Send you important notices, as detailed in Clause 17;

16.3 We will not pass on your personal information to any third parties without first obtaining your express permission to do so.

17. **Communications from Us**

17.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, and changes to your Account.

17.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 15 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

17.3 For questions or complaints about email communications from Us (including, but not limited to marketing emails), please contact Us at insurance@alliedwestminster.com (with subject header: "User Account: Website issues").

18. **Changes to these Terms and Conditions**

18.1 We may alter these Terms and Conditions at any time. [If We do so, details of the changes will be highlighted at the top of this page.] Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

18.2 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.

19. **Contacting Us**

To contact Us, please email Us at insurance@alliedwestminster.com or using any of the methods provided on Our Contact Us page.

20. **Law and Jurisdiction**

20.1 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.

20.2 If you are a consumer, any 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 jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

- 20.3 If you are a business, any 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 exclusive jurisdiction of the courts of England and Wales.