

# Terms of Business for Burlington Credit Limited

## Standard Terms and Conditions – Service Area: Website Use

Recital(s): These Service Conditions are appended to the Terms of Business for Burlington Credit Limited in relation to use of the company's Website at [www.burlingtongroup.co.uk](http://www.burlingtongroup.co.uk). No part of this Website is intended to constitute a contractual offer capable of acceptance. Your online instruction form constitutes a contractual offer and Burlington Credit Limited's acceptance of that offer is deemed to occur upon Burlington Credit Limited sending a confirmation email to you indicating that your order has been accepted. This agreement applies as between you, the user of this Website, and Burlington Credit Limited (trading on this website and elsewhere as Burlington Group), which is a company limited by shares and is incorporated in England and Wales registered with company number 05397925 and has its registered office at 212 Strand, London, WC2R 1AP and being the owner of this Website.

### 1. Definitions

In these Service Area Terms and Conditions the following words have the following meanings:

- 1.1 **Account** - means collectively the personal information, payment information and credentials used by Clients to access content and/or any communications system on this Website.
- 1.2 **Content** - means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website.
- 1.3 **Customer** - means, unless otherwise specified, a debtor in proceedings in which the Client is the creditor.
- 1.4 **Facilities** - means collectively any online facilities, tools, services or information that Burlington Credit Limited makes available through the Website either now or in the future.
- 1.5 **Services** - means the services available to you through this Website specifically; Enforcement Services as set out further in a separate schedule (entitled 'Service Area: Enforcement Services'), Legal Services as set out further in a separate schedule (entitled 'Service Area: Enforcement Services') and Asset Finance Collections Services as set out further in a separate schedule (entitled 'Service Area: Asset Finance Collections Services').
- 1.6 **Payment Information** - means any details required for the purchase of services from this Website. This includes, but is not limited to, credit/debit card numbers, bank account numbers and sort codes.
- 1.7 **Premises** - means Burlington Credit Limited's principal places of business located at 212 Strand, London, WC2R 1AP and Building Three, Riverside Way, Camberley, Surrey GU15 3YL and 31 Beacon Rd, Johannesburg, 1709, South Africa.
- 1.8 **System** - means any online communications infrastructure that Burlington Credit Limited makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
- 1.9 **Client(s)** - means any third party that accesses the Website and is not employed by Burlington Credit Limited and acting in the course of their employment;
- 1.10 **Website** - means the site that you are currently using at [www.burlingtongroup.co.uk](http://www.burlingtongroup.co.uk) and any sub-domains of this site unless expressly excluded by their own terms and conditions.
- 1.11 **We/Us/Our** - means Burlington Credit Limited which is a company limited by shares and is incorporated in England and Wales registered with company number 05397925 and has its registered office at 212 Strand, London, WC2R 1AP.

### 2. Business Customers & Consumers

These Terms and Conditions apply to customers using Burlington Credit Limited's services as consumers and in the course of a business.

### 3. Intellectual Property

- 3.1 Subject to the exceptions in these Terms and Conditions, all Content included on the Website, unless uploaded by Clients, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Burlington Credit Limited, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

- 3.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Burlington Credit Limited.

#### 4. **Third Party Intellectual Property**

- 4.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

- 4.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

#### 5. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

#### 6. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Burlington Credit Limited or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

#### 7. **Links to this Website**

Without our prior permission those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.burlingtongroup.co.uk](http://www.burlingtongroup.co.uk). Deep linking (i.e. links to specific pages within the site) requires our express written permission. To find out more please contact us by email at [onlinesupport@burlingtongroup.co.uk](mailto:onlinesupport@burlingtongroup.co.uk)

#### 8. **Use of Communications Facilities**

- 8.1 When using any System on this Website you should do so in accordance with the following rules. Failure to comply with these rules may result in your Account being suspended or closed:

- 8.1.1 You must not use obscene or vulgar language;
- 8.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- 8.1.3 You must not submit Content that is intended to promote or incite violence;
- 8.1.4 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 8.1.5 You must not impersonate other people, particularly employees and representatives of Burlington Credit Limited or our affiliates; and
- 8.1.6 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

- 8.2 You acknowledge that Burlington Credit Limited reserves the right to monitor any and all communications made to us or using our System.

- 8.3 You acknowledge that Burlington Credit Limited may retain copies of any and all communications made to us or using our System.

- 8.4 You acknowledge that any information you send to us through our System may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

#### 9. **Accounts**

- 9.1 In order to access some Services on this Website and to use certain other parts of the System, you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as We may not require payment information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:

- 9.1.1 All information you submit is accurate and truthful;

- 9.1.2 You have permission to submit Payment Information where permission may be required; and
- 9.1.3 You will keep this information accurate and up-to-date.
- 9.1.4 Your creation of an Account is further affirmation of your representation and warranty.

9.2 It is recommended that you do not share your Account details, particularly your client name and password. We accept no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

9.3 If you have reason to believe that your Account details have been obtained by another person without consent, you should contact us immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of Services has commenced. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the order or when choosing your client name you are required to adhere to the terms set out above. Any failure to do so could result in the suspension and/or deletion of your Account.

## 10. **Termination and Cancellation of Accounts**

10.1 Either Burlington Credit Limited or you may terminate your Account. If Burlington Credit Limited terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, Burlington Credit Limited reserves the right to terminate without giving reasons.

10.2 If Burlington Credit Limited terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.

## 11. **Services, Pricing and Availability**

11.1 Whilst every effort has been made to ensure that all general descriptions of Services available from Burlington Credit Limited correspond to the actual Services that will be provided to you, Burlington Credit Limited is not responsible for any variations from these descriptions as the exact nature of the Services may vary depending on your individual requirements and circumstances. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.8 for incorrect Services.

11.2 Where appropriate, you may be required to select the required package of Services.

11.3 We neither represent nor warrant that such Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on the Website.

11.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.

11.6 All prices on the Website include VAT unless advertised otherwise. Burlington Credit Limited's VAT number is 942 7572 02.

## 12. **Orders and Provision of Services**

12.1 No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that Burlington Credit Limited may, at its sole discretion, accept. Burlington Credit Limited's acceptance is indicated by us sending to you an order confirmation email. Only once Burlington Credit Limited has sent you an order confirmation email will there be a binding contract between Burlington Credit Limited and you.

12.2 Order confirmations under this clause will be sent to you before the Services begin and shall contain the following information:

- 12.2.1 Confirmation of the Services ordered including full details of the main characteristics of those Services; and
- 12.2.2 Relevant times and dates for the provision of the Services;

12.3 If we, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will normally be refunded within 14 calendar days.

12.4 Payment for the Services shall be taken via bank transfer or payment card as set out on this Website.

12.5 Burlington Credit Limited shall use all of its reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice and as regulated by the relevant Regulator.

- 12.6 Additional terms and conditions may apply to the provision of certain Services. You will be asked to read and confirm your acceptance of any such terms and conditions when completing your Order.

### 13. **Cancellation of Orders and Services**

- 13.1 If you are a consumer based within the European Union, you have a statutory right to a “cooling off” period. This period begins once your order is confirmed and the contract between Burlington Credit Limited and you is formed and ends at the end of 14 calendar days after that date. If you change your mind about the Services within this period and wish to cancel your order, please inform Burlington Credit Limited immediately by email. Your right to cancel during the cooling off period is subject to the provisions of this clause.

- 13.2 If the Services are to begin within the cooling off period you are required to make an express request to that effect. This request forms a normal part of the ordering process. By requesting that the Services begin within the 14 calendar day cooling off period you acknowledge and agree to the following:

13.2.1 If the Services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the Services are complete.

13.2.2 If you cancel the Services after provision has begun but is not yet complete you will still be required to pay for the Services supplied up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. In particular any sums paid as disbursements will not be recoverable. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 5 working days and in any event no later than 14 calendar days after you inform Us that you wish to cancel.

- 13.3 Cancellation of Services after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing those Services.

### 14. **Privacy**

- 14.1 Use of the Website is also governed by Burlington Credit Limited’s privacy policy which is incorporated into these Terms and Conditions by this reference.

### 15. **How We Use Your Personal Information (Data Protection)**

- 15.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

- 15.2 Burlington Credit Limited may use your personal information to:

15.2.1 Provide our Services to you;

15.2.2 Process your payment for the Services; and

15.2.3 Inform you of new products and services available from Burlington Credit Limited. You may request that Burlington Credit Limited stops sending you this information at any time.

- 15.3 In certain circumstances (if, for example, you wish to purchase Services on credit), and with your consent, Burlington Credit Limited may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

- 15.4 Burlington Credit Limited will not pass on your personal information to any other third parties without first obtaining your express permission.

### 16. **Disclaimers**

- 16.1 Burlington Credit Limited makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, 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 systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of Burlington Credit Limited’s Services.

- 16.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

- 16.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

- 16.4 Whilst We use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

17. **Changes to the Facilities and these Terms and Conditions**

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

18. **Availability of the Website**

- 18.1 The Website is provided “as is” and on an “as available” basis. Burlington Credit Limited gives no warranty that the Website or Facilities will be free of defects and/or faults. To the maximum extent permitted by law Burlington Credit Limited provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

- 18.2 Burlington Credit Limited accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

19. **Limitation of Liability**

- 19.1 To the maximum extent permitted by law, Burlington Credit Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.

- 19.2 Nothing in these Terms and Conditions excludes or restricts Burlington Credit Limited’s liability for death or personal injury resulting from any negligence or fraud on the part of Burlington Credit Limited.

- 19.3 Nothing in these Terms and Conditions excludes or restricts Burlington Credit Limited’s liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Website.

- 19.4 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

20. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

21. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

22. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Burlington Credit Limited.

23. **Communications**

- 23.1 All notices / communications shall be given to Us either by post to Burlington Credit Limited’s Premises (see address above) or by email. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

- 23.2 We may from time to time send you information about Burlington Credit Limited’s products and/or services.

24. **Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Burlington Credit Limited shall be governed by and construed in accordance with the Law of England and Wales and Burlington Credit Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.