

Terms of use

1. Information about us

1.1 <https://journey.pensionpotential.co.uk/> (our site) is operated by Pension Potential, a trading name of Punter Southall Defined Contribution Consulting Limited, which is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register reference number is: 121328. Punter Southall Defined Contribution Consulting Limited is registered in England and Wales under company number 00873463 and has its registered office at 11 Strand, London, WC2N 5HR. Its main trading address is 11 Strand, London, WC2N 5HR. Its VAT number is 782601821.

Our site contains information provided by or about Pension Potential.

2. Terms and Conditions of use

2.1 This page (together with the documents referred to on it) tells you the terms and conditions of use (the Terms) on which you may use our site.

2.2 Please read these Terms carefully before you start to use our site.

2.3 By accessing information contained on our site, visiting or using our site, you confirm that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, you must not access information on our site, visit or use our site.

2.4 Our site is only intended for residents of the United Kingdom over 18 years of age. In particular, the information contained on our site is not intended for distribution to, or use by, any person or entity in the United States of America (being residents of the United States of America or partnerships or corporations organised under the laws of the United States of America or any state or territory thereof) or any other jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us or any affiliates to any requirement to be registered or authorised within such jurisdiction or country. We do not represent that content available on or through our site is appropriate for use or available in locations other than the United Kingdom or that it is appropriate for individuals under 18 years of age.

2.5 Separate terms and conditions will apply to the provision of any services or advice to you by us.

3. Accessing our site

3.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if, for any reason, our site is unavailable or interrupted at any time or for any period.

3.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

3.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Where you are responsible for setting or changing any passwords yourself, you must ensure that those passwords are robust in accordance with practices generally in use in the IT industry from time to time. If you authorise

any third party intermediaries and agents acting on your behalf to access any account which you operate via our site by providing your login and password details to them, you will be responsible for the acts and omissions of those third parties as if they were your own acts and omissions and we shall be entitled, without making any further investigation, to assume that any instruction given by such third parties via your account has been fully authorised by you. We are only liable to you under these Terms and any third party who you provide with access to any account operated by you via our site shall not have any right to enforce directly against us or to rely upon these Terms or any of the other documents which are incorporated into them.

3.4 We have the right, without liability to you, to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms or we suspect fraudulent use of any such user identification code or password.

3.5 If you know or suspect that any person not authorised by you knows your user identification code or password (or should you wish to revoke any access which you may previously have granted to a third party) then you must promptly notify us. Following receipt of any such notification, we will use reasonable endeavours to disable, as soon as reasonably possible, access to our site using the user identification code or password in question but shall not be liable to you for any misuse of your account.

3.6 When logging onto our site, you should always do so via the homepage or any dedicated login screen. If you choose to access our site via any other pages then that may result in you failing to see important notices relating to your use of our site.

3.7 When using our site, you must comply with the provisions of our [Acceptable Use Policy](#).

3.8 You are responsible for making all arrangements necessary to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms, and that they comply with them.

4. Intellectual property rights

4.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected, for example, by copyright laws and treaties around the world. All such rights are reserved.

4.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

4.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

4.6 If you print off, copy or download any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4.7 You agree that any and all comments, information, feedback and ideas regarding us and our advice, products or services that you communicate to us (Feedback) will be deemed our property and we shall be entitled to full rights of ownership, including without limitation, unrestricted right to use or disclose such Feedback in any form, medium or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you.

5. Reliance on information posted

5.1 Commentary and other materials posted on our site are for general information only and are not intended to amount to advice on which reliance should be placed or an offer or solicitation to conduct investment or non-investment business. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content of our site.

5.2 Our site may contain information provided by third parties which we believe to be reliable and accurate, however, we do not guarantee this.

5.3 We disclaim all liability and responsibility arising from any reliance placed on any materials on our site by any visitor to our site, or by anyone who may be informed of any of its contents.

6. Our site changes regularly

6.1 We may update our site and change the content on our site at any time. If the need arises, we may suspend access to our site, or close it indefinitely.

6.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

7. Our liability

7.1 Whether you are a consumer or a business user:

7.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

7.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services or advice to you, which will be set out in the terms and conditions of supply you enter into with us.

7.2 If you are a business user:

7.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

7.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

7.2.3 In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

7.3 If you are a consumer user:

7.3.1 Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.3.2 If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

8. Information about you and your visits to our site

8.1 We will process personal information about you in accordance with our [Privacy Policy](#).

8.2 Our [Cookie Policy](#) sets out information about the cookies we use on our site.

9. Uploading material to our site

9.1 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

9.2 Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

9.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

9.4 We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

10. Viruses, hacking and other offences

10.1 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

10.2 By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

10.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

11. Linking to our site

11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

11.2 You must not establish a link from any website that is not owned by you.

11.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the standards set out in our Acceptable Use Policy.

11.4 If you wish to make any use of material on our site other than that set out above, please address your request to Richard Garmon-Jones, Group Compliance and Legal Director, Punter Southall Group Limited, 11 Strand, London, WC2N 5HR, richard.garmon-jones@puntersouthallgroup.com or 020 3327 5182.

12. Links from our site

12.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. The information and services offered within these third party websites has been produced by companies independent of us who may not be regulated to conduct investment and non-investment business. Any information, views or opinions accessed via links from our site are solely those of the relevant provider and are not necessarily shared by us. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them or a recommendation by us to buy, sell, or otherwise trade all or any of the investments or non-investment products which may be referred to on those linked websites.

13. Provision of instructions

13.1 You acknowledge that the giving of instructions or providing of information via email, our site or the internet is not a completely secure medium and as such you cannot be assured of complete privacy or security when using such means to communicate with us.

13.2 You must not use our site or email to provide us with any time sensitive instructions and we will not be liable to you should we fail to action in sufficient time any instructions which you may issue to us via those means.

14. Transfer

14.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15. Conflicts of interest

15.1 Our directors or employees may have interests in some investments referred to on our site or any of its links. Please see our Conflict of Interests policy for more information.

16. Breach of these Terms

16.1 We will determine, in our discretion, whether there has been a breach of these Terms and/or our Acceptable Use Policy through your use of our site. When a breach of these Terms and/or our Acceptable Use Policy has occurred, we may take such action as we deem appropriate.

16.2 Without prejudice to the generality of paragraph 16.1 and any other rights or remedies we have in connection with these Terms and/or our Acceptable Use Policy, failure to comply with this Terms and/or our Acceptable Use Policy may result in our taking all or any of the following actions:

16.2.1 immediate, temporary or permanent withdrawal of your right to use our site;

16.2.2 immediate, temporary or permanent removal of any posting or material uploaded by you to our site;

16.2.3 issue of a warning to you;

16.2.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

16.2.5 further legal action against you; and/or

16.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

16.3 We exclude liability for actions taken in response to breaches of these Terms and/or our Acceptable Use Policy. The responses described in this paragraph 16 are not exhaustive, and we may take any other action we reasonably deem appropriate.

17. Jurisdiction and applicable law

17.1 If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

17.2 If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

18. Trade marks

18.1 Pension Potential is a UK registered trade mark of Punter Southall Group Limited. All other trade marks, service marks and logos used on our site are the property of us or their respective owners. You have no right to use any such trade marks, service marks and logos, and nothing contained in this site or these Terms grants any right to use (by implication, waiver, estoppel or otherwise) to such trade marks, service marks and logos without the prior written permission of us or the respective owner.

19. Variations

19.1 We may revise these Terms at any time by amending this page.

Every time you wish to use our site, please check these Terms to ensure you understand the terms that apply at that time.

20. Your concerns

20.1 If you have any concerns about material which appears on our site, please contact Richard Garmon-Jones, Group Compliance and Legal Director, Punter Southall Group at 11 Strand, London, WC2N 5HR, richard.garmon-jones@puntersouthallgroup.com or 020 3327 5182.

20.2 If you are unhappy with the service, you have received or a product we have arranged on your behalf, a copy of our complaints procedure, which sets out how we will handle your complaint, is available upon request and can also be found on our website www.puntersouthall.com/psaimportantinformation. If you would like to make a complaint, please contact us by post to: The Compliance Officer, Punter Southall, 11 Strand, London, WC2N 5HR; by email to pensionpotentialcomplaints@puntersouthall.com; or by phone: 020 3327 5500

If you are subsequently not satisfied with our response to your complaint, then you can refer your complaint to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, by telephone at 0300 123 9123 or 0800 023 4567, or via their website: www.financial-ombudsman.org.uk.