

## TERMS OF WEBSITE USE

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE

This website is operated by Futures Housing Group Limited (FHG), a company limited by guarantee, registered in England and Wales under company number 06293737 whose registered office is at Asher House, Asher Lane, Ripley, Derbyshire DE5 3BF. Futures Housing Group Limited is regulated by the Homes and Communities Agency (HCA) (registered number: L4502). VAT number 865567379. FHG incorporates the following subsidiaries:

**Futures Homescape Limited** registered in England and Wales under company number 04380728 whose registered office is at Asher House, Asher Lane Business Park, Ripley, Derbyshire, DE5 3BF. Futures Homescape Limited is regulated by the HCA (registered number L4372) and is a registered charity (registered number 1105751) VAT number 865567379.

**Futures Homeway Limited** (formerly Daventry and District Housing) registered in England and Wales under company number 05775392 whose registered office is at Asher House, Asher Lane Business Park, Ripley, Derbyshire, DE5 3BF. Futures Homeway Limited is regulated by the HCA (registered number L4498) and is a registered charity (registered number 1120949). VAT number 865567379.

**Futures Greenscape Limited** registered in England and Wales under company number 07527053 whose registered office is at Asher House, Asher Lane Business Park, Ripley, Derbyshire, DE5 3BF. VAT number 865567379.

**Limehouse Developments Limited** registered in England and Wales under company number 9583110 whose registered office is at Asher House, Asher Lane Business Park, Ripley, Derbyshire, DE5 3BF.

**Five Doorways Homes Limited** is a registered society under the Co-operative and Community Benefit Societies Act 2014 with number IP29695R and whose registered office is at Asher House, Asher Lane Business Park, Ripley, Derbyshire, DE5 3BF. Five Doorways Homes Limited is an exempt charity. VAT number 865567379

These terms of use (together with the documents referred to in it) provides you with the legal terms on which you may make use of our main website and our customer self-service portal (accessed from the main website to direct you to the 'Your Account' customer self-service area/s) (**the portal**), together known as **the site**, whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use the site, including registering to create an account through the portal.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### **OTHER APPLICABLE TERMS**

Our **Privacy Policy**, sets out the terms on which we process any **personal data** (as defined by the Data Protection Act 1998) we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all personal data and other data provided by you are accurate.

### **CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **CHANGES TO OUR SITE**

We may update our site from time to time, and may change the content at any time.

However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **ACCESSING OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice.

We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you 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 of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

## **INTELLECTUAL PROPERTY RIGHTS**

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 by copyright laws and treaties around the world. All such rights are reserved.

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

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.

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

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

If you print off, copy or download any part of our site in breach of these terms of use, 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.

## **USE OF INFORMATION AND USER CONTENT**

By using our site and you hereby give us authority to use the information supplied to you for the purpose of providing and supporting the services offered through our site.

If you are a tenant and are providing information in relation to your tenancy, then the information supplied by you may be passed to relevant departments or subcontractors of FHG.

Whenever you upload content to our site, you must comply with the Content Standards set out below. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

With the exception of Personal Data (as defined by the Data Protection Act 1998 or replacement legislation) which is governed by our Privacy Policy, any data or information which you transmit or post to our site shall be considered non-confidential and non-proprietary.

We shall have no obligations with respect to such material. You grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your information in any existing or future media. You also grant to use the right to sub-licence these rights, and the right to bring an action for infringement of these rights.

We shall be free to copy, disclose, distribute, incorporate and otherwise use such information and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

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

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the Content Standards set out below. The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

We shall be free to copy, disclose, distribute, incorporate and otherwise use such information and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

## **PROHIBITED USES**

You may only use our site for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use;
- Not to access without authority, interfere with, damage or disrupt:
- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our site (contributions).

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of these terms through your use of our site. When a breach of these terms has occurred, we may take such action as we deem appropriate, including all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue of a warning to you;
- 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;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

## **NO RELIANCE ON INFORMATION**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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.

## **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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.

If you are a business user, please note that 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.

If you are a consumer user, 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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **VIRUSES**

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 in order to access our site. You should use your own virus protection software.

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.

By breaching this provision, you would 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.

## **LINKING TO OUR SITE**

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.

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.

You must not establish a link to our site in any website that is not owned by you.



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.

If you wish to make any use of content on our site other than that set out above, please contact us at [enquiries@futureshg.co.uk](mailto:enquiries@futureshg.co.uk).

### **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

### **APPLICABLE LAW**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

If you are a business, these terms of use, its subject matter and its 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.

### **ADDITIONAL TERMS OF USE OF CUSTOMER SELF-SERVICE PORTAL (the portal)**

These terms explain how you may use the self-service section of our site. This includes accessing, browsing or registering to create an account through the portal.

These terms are additional to, and supplement, our website Privacy Policy and any other terms which apply to use of our site including those set out above. By using the portal, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use the portal.

### **CHANGES**

Please check this page from time to time to take notice of any changes which we may make from time to time as they are binding on you.

We may modify, update or discontinue the portal from time to time without liability, and may change the content at any time. Although we make reasonable efforts to update the information on the portal, we make no representations, warranties or guarantees, whether express or implied, that the content on it, will be free from errors or omissions.

### **YOUR ACCOUNT AND PASSWORD**

Access to and use of the secure portal is restricted to authorised customers only.

Unauthorised individuals attempting to access these areas of the portal may be subject to prosecution.



If you receive any user identification code or passwords or are asked to provide such information (as the case may be) as part of our website security procedures you must treat such information as confidential. You must not release such information to any third party without our written permission. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [enquiries@futureshg.co.uk](mailto:enquiries@futureshg.co.uk) or on 0300 456 2531.

We reserve the right to refuse any application to open an account and/or to suspend and/or terminate any account at any time at our sole discretion and without providing you with reasons for our decision if it transpires that any information you may have provided to us is untrue, inaccurate, incomplete, out of date, or otherwise misleading, or if you fail to provide us with any information which we may reasonably request from you in order to verify any details which you may have provided to us.

We also have the right to disable any user identification code, password or other security information (whether chosen by you or allocated by us) at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use and the other applicable terms.

You warrant that any information which you or anyone acting on your behalf provides to the portal shall be accurate and up-to-date.

You agree that you will be responsible for inputting or keeping safe any data or passwords or other information which you provide to the portal. FHG excludes any liability for any loss which is caused by the disclosure of data to any party in response to the provision of correct data or passwords unless it can be shown that we were negligent in so doing.

## **CONTACT US**

To contact us please email us at [enquiries@futureshg.co.uk](mailto:enquiries@futureshg.co.uk) or telephone us on 0300 456 2531

Thank you for visiting our site.