



Walden Finance

Website Terms & Conditions of Use



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1. Introduction

Thank you for visiting the website of Walden Finance. These Website Terms & Conditions of Use, together with our Privacy & Cookie Policy, set out the rules by which you may use our website (www.waldenfinance.co.uk).

Please Note

Please read these Website Terms & Conditions of Use carefully.

Your continued use of this website means that you have read, understood and agree to comply with these Website Terms & Conditions of Use.

If you do not agree to be bound by these Website Terms & Conditions of Use, you must stop using our website immediately.

2. Defined terms

2.1. For the purposes of the Website Terms & Conditions of Use the following defined terms apply:

“Terms & Conditions”	means these Website Terms & Conditions of Use.
“third party”, “third-party” or “third parties”	means any individual or organisation that Walden Finance Limited comes into contact with during the course of our business and includes actual and potential clients, intermediaries, introducers of business, suppliers, distributors, business contacts, agents, advisers, government and public bodies and political parties.
“Walden Finance”, “we”, “us” or “our”	means Walden Finance Limited, trading as Walden Finance, a limited company registered in England and Wales under company number 12512184 with its registered office at 24 High Street, Saffron Walden, Essex, CB10 1AX.
“website” or “site”	means www.waldenfinance.co.uk and any sub-domains of this site.
“you” or “the user”	refers to the person using or accessing this website or our services, as well as individuals providing information about others such as fellow directors, shareholders or trustees.

3. Who we are and who is the legal owner of this website

3.1. www.waldenfinance.co.uk is a site owned and operated by Walden Finance Limited trading as Walden Finance, a limited company registered in England and Wales under company number 12512184 with its registered office at 24 High Street, Saffron Walden, Essex, CB10 1AX.

3.2. Walden Finance Limited (Firm Reference Number 924489) is an appointed representative of White Rose Finance Group Limited, a credit broker, directly authorised and regulated by the Financial Conduct Authority (FCA) with Firm Reference Number 630772.



- 3.3. We are registered with the Information Commissioner's Office as a data controller under reference number ZB 568586.

4. Information on our website

- 4.1. Walden Finance helps clients and their advisors find, compare and apply for business and property finance.
- 4.2. Unless otherwise indicated, the material hosted on our website is provided and intended for use by this audience and is published on the website solely for the purposes of setting out general information on Walden Finance and our products and services.
- 4.3. No material on our website is intended to contain advice or be relied upon by you in any way, including as the basis for making or not making any decision.
- 4.4. It shall be your responsibility to ensure that any products, services or information available through this website meet your specific requirements.

5. Disclaimer

- 5.1. We make reasonable efforts to ensure that the information on this website is accurate and helpful at all times. However, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date or the suitability of the information and materials found or offered on this website for any particular purpose.
- 5.2. You acknowledge that such information and materials may contain inaccuracies and errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

6. Changes to our website

- 6.1. We may remove or make changes to the products, information, content, materials, tools and features of this website at any time without notice and without liability to you.

7. Use of our website

- 7.1. Our website is made available free of charge and provided on an "as is" and "as available" basis. You have permission to use our website on a temporary basis.
- 7.2. We do not guarantee that our website, or any content on it, will always be available or uninterrupted. We shall not be liable, if for any reason, the website is unavailable at any time or for any period.
- 7.3. You are responsible for:
- a) making the arrangements necessary to access our website through your internet service provider and shall be liable for all charges that your internet service provider charges you; and



b) ensuring that your computer system meets all technical specifications necessary to use our website.

7.4. This website is only intended for users who access it from within the UK. We make no representation that the site is appropriate or available for use in other locations. Those who visit our website from other locations do so at their own initiative and are responsible for compliance with all applicable laws. If use of this website and / or the viewing of it, or use of any material or content on the website is contrary to or infringes any applicable law in your jurisdiction(s), you are not authorised to view or use the website, and you must exit immediately.

8. Our copyright, trademark and intellectual property rights

- 8.1. Unless otherwise explicitly stated, Walden Finance, or its affiliates, is the legal owner or licensee of all intellectual property contained on, in, or available through our website. This includes but is not limited to all information, designs, graphics, text, illustrations, data, photographs, video, audio or other materials. This extends to the selection and arrangement thereof and all source code, software compilations and other material (together the “Materials”). All such rights are reserved. You do not have any right, interest or title in, or, to, the Materials unless otherwise expressly indicated.
- 8.2. The trademarks, service marks and logos (together the “Trade Marks”) contained on or in this website are registered and / or owned by, or licensed to Walden Finance or its affiliates and may not be copied, edited, varied, reproduced, published, displayed, distributed, stored, transmitted, commercially exploited or disseminated in any form whatsoever without our express written permission.
- 8.3. You must not use any part of the content on our website for commercial purposes without obtaining a license, or written permission from us stating that you may do so.
- 8.4. You are allowed to print one copy and download extracts of any page of our website for your own personal reference or use.
- 8.5. 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 designs, graphics, text, illustrations, data, photographs, video, audio or other materials, separately from the text that goes with them.
- 8.6. Our status (and that of any identified contributors) as the authors of the content on our website must always be acknowledged.
- 8.7. Material that is displayed on our website that has been sourced from third-party providers is subject to the said third parties’ own terms and conditions of use or acceptable use policy and is not within the scope of this document.
- 8.8. Except as specifically authorised above, you may not copy or otherwise incorporate into, or store in any other website, electronic retrieval system, publication or other work any of the materials in any form (whether hard copy, electronic or other).



9. Uploading content to our website

- 9.1. If you provide information to Walden Finance on or through our website, we will use it in accordance with the terms of our Privacy & Cookie Policy which you can access [here](#).

Responsibility for content

- 9.2. You are solely responsible for any information submitted to this website.
- 9.3. You must ensure that all content submitted to us:
- a) is complete, true, accurate, up-to-date and not misleading or likely to mislead
 - b) is your own original work or you are authorised to provide it to our website and that you have the right to provide permission to use it for the purposes as set out in clause 9.5 of the Terms & Conditions
 - c) does not infringe copyright, design, privacy, publicity, data protection, trademark or any other rights of any third party
 - d) does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of our site
 - e) will not contain any form of mass-mailing or spam; and
 - f) will not advertise or otherwise solicit for either funds or goods or services.
- 9.4. We reserve the right to monitor all content you upload or post and may edit, reject or remove content if we believe that the content is inappropriate or otherwise does not comply with the Terms & Conditions.

Permission to use your content

- 9.5. Any content you upload or post to our website will be considered non-confidential and non-proprietary. You retain all the ownership rights of your content, but you are required to grant us and other users of the site the following rights to use that content:
- a worldwide, irrevocable, royalty-free, transferable, perpetual license to use, copy, reformat, translate, excerpt (in whole or in part) and distribute the content in connection with offering our services and to other third parties who assist us in providing our services. In such circumstances, any data used will be anonymous and will not identify you as the source unless we receive your permission to do so.

Reporting unauthorised content

- 9.6. 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 website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 9.7. 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 website.



10. Prohibited uses of our website and content

- 10.1. You must only use the website in accordance with these Terms & Conditions and all applicable laws, regulations and codes of conduct (including self-regulatory) applicable to the use of the internet and you agree to be solely responsible for all consequences arising from your use of the website.
- 10.2. You warrant and undertake that you will not:
- a) use the website except in accordance with these Terms & Conditions
 - b) sub-license, assign or subcontract any part of your rights and obligations under the Terms & Conditions
 - c) use the site to post or transmit any material that is obscene, abusive, threatening, libellous, defamatory of any person and will not contain or promote anything illegal, harmful, misleading, indecent, offensive, pornographic, abusive, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause or is likely cause annoyance or inconvenience
 - d) use the website in a manner that might bring us, or our business partners into disrepute
 - e) use the site in a manner which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of a third party, in any country in the world
 - f) breach any of the provisions of Section 8 (Our copyright, trademark and intellectual property rights) of these Terms & Conditions, regarding the use of Materials and Trade Marks on our website
 - g) use or permit the use of the website for any illegal purpose including but not limited to damages, interference with, or disrupted access to the website, or do anything that may interrupt or impair its functionality
 - h) obtain or attempt to obtain unauthorised access through whatever means to our website, a restricted area of the website, the server on which our website is stored, or any server, computer, database connected to our website or network equipment
 - i) make available, upload or distribute by any means any computer viruses, “Trojan horses”, “worms”, logic bombs, corrupt data, or any other harmful software that is material or technologically harmful in connection with your use of the website
 - j) attack our website via a denial-of-service attack or a distributed denial-of-service attack (DDoS). 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; or
 - k) use the website in any way to send SPAM (unsolicited commercial email) or any material for marketing or publicity purposes.



11. Rules about linking to our website

- 11.1. If you wish to include a link to our website, unless you have our written permission, you may only do so to our home page, provided you do so in a way that is fair, legal and does not damage our reputation or take advantage of it.
- 11.2. You must not:
- a) remove, distort or otherwise alter the size or appearance of the images or logo
 - b) establish a link to our website in such a way to suggest any form of association, approval or endorsement or partnership, where none exists
 - c) misrepresent your relationship with us nor present any false information about us; or
 - d) establish a link to our website in any website that is not owned or managed by you.
- 11.3. We reserve the right to withdraw our permission to link to our website at any time and without notice and to take any action deemed necessary.

12. Links to and from third party websites

- 12.1. Our website may, from time-to-time, include links to the websites of third-party organisations which are not owned, operated or controlled by Walden Finance. We provide such links solely for your convenience to provide further information on related products and services that we believe may be of interest to you.
- 12.2. The inclusion of such links does not mean or imply that Walden Finance recommends, endorses, guarantees or warrants the third-party websites, or the information that you may obtain from them. We have not reviewed these websites and have no control over the content provided on these websites.
- 12.3. If you click on a link to a third-party website, you will leave our website. This may allow third parties to collect or share personal data about you. Please note that these third-party websites have their own content, privacy and cookie policies and website terms and conditions of use. Disclosure of personal data to third-party websites is at your own risk.

13. Limitation of our liability

- 13.1. Use of this website and any third-party websites to which it links is at your own risk.
- 13.2. To the maximum extent permitted by law, we exclude all express or implied conditions, warranties or representations or other terms that may apply to our website or any content on it.
- 13.3. Walden Finance will not be liable to you for any loss, damage, costs, or liability whether in contract, tort (including without limitation, negligence), breach of statutory duty, or otherwise, even if foreseeable, as a result of the:
- a) use of, or inability to use our website; or



- b) use of or reliance on any content displayed on our website, or any third-party websites and the information on any products or services offered on or through this site or third-party websites whether by Walden Finance or on its behalf.

13.4. In particular, we will not be liable for:

- a) economic loss (including without limitation loss of revenues, profits, contracts, business or anticipated savings)
- b) business interruption
- c) loss of opportunity, goodwill, or reputation; or
- d) any indirect or consequential loss.

13.5. Walden Finance will not be liable for any loss, damage, expense, cost, delay or other liability whatsoever (including without limitation any financial losses such as loss of profit) which you may incur as a result of any event beyond our reasonable control (including without limitation any failure of transmission, communication, computer or other facilities, or your inability to access this site for any reason, or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

13.6. We will not be liable for any loss or damage caused by a computer virus, DDoS attack, or other malicious software that may harm your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or any website linked to it.

13.7. Nothing in this Terms & Conditions shall be construed as an attempt to exclude or restrict our duties and liabilities to you under applicable law or regulation including the rules of the Financial Conduct Authority for the conduct of business. We do not exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by English law.

14. You agree to indemnify us

12.1. Except as expressly provided in clause 13.7. above, you agree to indemnify and hold us, and all our officers, employees and agents harmless from any actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and any other consequential loss (direct or otherwise) (including legal costs and expenses) suffered or incurred by us in respect of any claim brought by any third party arising in respect of these Terms & Conditions and / or the website and / or the information provided to you and / or your use or misuse of the website and / or breach of these Terms & Conditions.

15. What will happen if you breach our Terms & Conditions

15.1. We reserve the right to immediately terminate or suspend your access or use of our website at any time and without notice if we consider that you have breached any of the Terms & Conditions.

15.2. If we consider that a breach of the Terms & Conditions has occurred, you must, at our option, destroy any copies of the Materials you have made.



- 15.3. Unauthorised use of this website may give rise to a claim for damages and / or be a criminal offence.

16. Data security

- 16.1. We take data protection very seriously and are committed to taking care of your data in accordance with the provisions of our Privacy & Cookie Policy.
- 16.2. You acknowledge and accept that the website involves transmissions over the internet and that such transmissions are therefore subject to the internet's inherent risk.
- 16.3. You acknowledge and accept that with any network you may be exposed to:
- a) unauthorised invasions of privacy during, or as a result of, using the website
 - b) computer viruses and other unauthorised and invasive programs transmitted by third parties
 - c) unauthorised dissemination and publication to others of information and material originally sent only to selected recipients on or through the website
 - d) eavesdropping and electronic trespassing
 - e) fraud and forgery; and
 - f) the failure of information and data to reach their intended destinations and / or erroneous receipt or misdirection of such information.
- 16.4. Although our privacy and security features are designed to reduce these risks, we cannot guarantee their elimination. It is your responsibility to ensure that your systems comply with best industry practice. You also acknowledge that no transmission via the website shall be deemed confidential and that we shall not be liable for any breach of confidence arising as a result of such an event.

17. Use of your personal data

- 17.1. By using this website, you confirm that you have read, understood and agree to be bound by our Privacy & Cookie Policy which also applies to your use of the website and which we may update at any time.
- 17.2. Any information provided by you or collected when you use this website will be used and held in accordance with our Privacy & Cookie Policy.
- 17.3. The Privacy & Cookie Policy referenced in this section, Section 17 only covers the website of Walden Finance and does not cover links within the website that are operated by any third party. Please note that these third-party websites have their own content, privacy and cookie policies and website terms and conditions of use. Disclosure of personal data to third-party websites is at your own risk.



18. Changes to the Terms & Conditions

- 18.1. The date when the Terms & Conditions was last updated is shown on page 1.
- 18.2. We reserve the right to change or modify all or any part of the Terms & Conditions at any time and without notice and such changes or modifications shall be effective immediately upon their publication.
- 18.3. Every time you wish to use our website you must check the date that the Terms & Conditions were last updated. If the Terms & Conditions have changed since you last read them, you should re-read them and make sure that you accept, understand and still agree to be bound by the terms.
- 18.4. Browsing and continuing to access or use our website constitutes your acceptance of the updated Terms & Conditions and you agree to be bound by the updated Terms & Conditions.

19. General

Entire agreement

- 19.1. These Terms & Conditions (as amended from time to time) and our Privacy & Cookie Policy constitutes the entire agreement between you, the user, and Walden Finance concerning your use of this website and supersede any previous arrangement, agreement, undertaking or proposal, written or oral between you and Walden Finance in relation to such matters.

Non-assignment

- 19.2. You shall not assign any of your rights or obligations under the Terms & Conditions without our prior written consent. We have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms & Conditions.

No waiver

- 19.3. Any failure or delay to exercise or enforce any right or provision under these Terms & Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

Illegality & severability

- 19.4. Each provision contained in these Terms & Conditions shall be severable from any other provision and if any provision shall be found to be invalid, illegal or unenforceable for any reason, then such finding shall not affect any other part of such provision, and all other provisions shall remain in full force and effect.

Rights of third parties

- 19.5. Unless otherwise expressly stated, nothing in the Terms & Conditions shall create any rights or any other benefits, whether pursuant to Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you and Walden Finance.



20. Governing law & jurisdiction

20.1. These Terms & Conditions and any disputes arising from them shall be governed by and construed in accordance with the law of England and you agree to submit to the exclusive jurisdiction of the English Courts.

21. How to contact us

21.1. If you have any questions or comments regarding the Terms & Conditions, or if you wish to request permission to use any of the Materials set out in clause 8.1. please contact us using one of the methods set out below.

Call	01799 934659
Email	hello@waldenfinance.co.uk
Write	Walden Finance Limited 24 High Street Saffron Walden Essex CB10 1AX