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Welcome to collectivebenefits.com

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Please ensure that you check these Terms and Conditions regularly to view any changes which may have been made, because by continuing to use the Site after these Terms and Conditions have changed, you will confirming that you have read and understood, and agreed to be bound by, any revised Terms and Conditions.

Your Information and Privacy

For a more detailed explanation of how we will collect, use and store information relating to you, and our commitment to protecting your privacy, please see our Privacy Policies, which includes information on how we use cookies on our Site.

Conduct

You agree (i) not to use this Site to upload or distribute in any way files that contain viruses, bugs, corrupted files, or any other similar software or programs that may damage the operation of computer hardware or software; (ii) not to interfere or disrupt this Site or any networks connected to this Site; (iii) not to use any device, software or routine or attempt to interfere with the proper functioning of this Site or any transactions being offered at this Site; (iv) not to take any action that imposes an unreasonable or disproportionately large load on Collective Society Ltd's infrastructure; (v) not to use this Site to collect or harvest personal information, including, without limitation, financial information, about other participants at this Site; (vi) not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; and (vii) not to post any misleading, fraudulent, defamatory, obscene or otherwise illegal information on this Site. You agree not to use the services available at this Site for illegal purposes, and to comply with all regulations, policies, and procedures of networks connected to this Site.

Intellectual Property

All information and material including data, images, text, and audio on the Site is the property of Collective Society Ltd and/or its licensors and is subject to copyright. All trademarks on the Site are the property of Collective Society Ltd and/or its licensors. You are entitled to view, copy and print any documents from the Site but only for your own internal business purposes. Any sale, transmission or redistribution of the Site or its content, and any copying, modification or other use of the Site or its contents for any purposes other than your own internal business purposes, are strictly prohibited.

Software

All software used on the Site is the property of Collective Society Ltd or its software suppliers. Collective Society Ltd hereby grants you a non-exclusive, royalty-free, non-transferable, revocable license to use the software it owns solely for the purposes of this agreement. Other than to the extent permitted by law, you may not decompile, reverse engineer or otherwise translate such software.

Links

You further acknowledge and agree that Collective Society Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any information, goods or services available on or through any such Site. If you decide to access any of the third party Sites linked to this Site, you do this entirely at your own risk.

No Warranties

Without limiting the foregoing, Collective Society Ltd does not make any warranty that (i) the services offered on this Site will meet your requirements, (ii) the services offered on this Site will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of the services will be accurate or reliable, (iv) the content or information available on this Site is complete, accurate or available, or (v) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations. No advice or information, whether oral or written, obtained by you from Collective Society Ltd or through this Site shall create any warranty not expressly made herein.

Limited Liability

Collective Society Ltd and its shareholders and affiliates shall not be liable for any loss of business, loss of use or of data, interruption of business, lost profits or goodwill, or indirect, special, incidental, exemplary or consequential damages of any kind arising out of this agreement, even if they have been advised of the possibility of such loss and whether or not they had any knowledge, actual or constructive, that such damages might be incurred. This exclusion includes, without limitation, any liability that may arise out of third-party claims against you. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the services provided on this Site or this agreement must be filed within one (1) year after such claim or cause of action arose

or be forever barred. Nothing in this agreement excludes a party's liability for death or personal injury caused by negligence.

Indemnity

You shall indemnify, defend, and hold harmless Collective Society Ltd and its shareholders, affiliates, employees, agents, successors, officers, and assigns, from any suits, losses, claims, demands, liabilities, costs and expenses (including legal and accounting fees) that they may sustain or incur arising from (i) your use of the software available at this Site, (ii) your failure to comply with any applicable laws and regulations or to obtain any licences or approvals from the appropriate government agencies necessary to purchase or sell the subject services, (iii) your use of the content available on this Site in any way contrary to this agreement (iv) your breach of any of your representations, warranties or obligations set forth in this agreement, (v) the sale or purchase, or purported sale or purchase, of services by you, or any loss suffered by or harm to any person or property in any way relating to or caused in whole or in part by the services sold or purchased by you (including to the extent permissible by law, without limitation, any personal injuries or death of any third person caused in whole or in part by such services), (vi) any taxes attributable to the services or due on the purchase or sale of the services, (vii) any dispute between you and a Vendor or Buyer arising out of a transaction initiated on the Site, (viii) alleged errors or omissions or misrepresentations in the information provided by you to Collective Society Ltd hereunder or in the listings of services on the Site. You agree not to settle any action, claim or demand on our behalf without our prior written consent. Collective Society Ltd shall have the right to conduct any litigation, with counsel of its choice, at your expense.

Monitoring

You acknowledge that Collective Society Ltd or its designees reserves the right to, and may from time to time, monitor any and all activity or information transmitted or received through this Site. During monitoring, information may be examined, recorded, copied, and used for authorised purposes. Use of this Site, authorised or unauthorised, constitutes consent to such monitoring. For more information, please our Privacy Policies, which includes our policy on cookies.

Provision of Data

In order to participate in the services offered at this Site, you must provide certain current, complete, and accurate information about you as prompted to do so by our online forms. We process any personal information that you supply to us via our online forms inline with our Privacy Policies, in which includes our policy on cookies.

Accessibility

If you have trouble using our website with certain web browsers or other software or if you want to let us know how we can improve accessibility, please let us know by contacting us on the details below.

These Terms and Conditions can also be made available in a larger print, should you require it. We appreciate your feedback and your suggestions will help us to improve our service to you.

Termination

You agree that Collective Society Ltd may, in its sole discretion, deny you access to the Site and disable any user name and password associated with you for any reason, including, without limitation, if Collective Society Ltd believes in its sole discretion that you have violated or acted inconsistently with the letter or spirit of this agreement. Collective Society Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services offered under this Site (or any part thereof) with or without notice. You agree that Collective Society Ltd shall not be liable to you or to any third party for any modification, suspension or discontinuance of the services offered under this Site. Notwithstanding termination of this agreement, paragraphs 7 (Payment of Fees), 13 (No Warranties), 14 (Limited Liability), 15 (Indemnity), 18 (Termination) and 19 (General) shall survive its termination and shall continue in full force and effect.

General

This Site is created and controlled by Collective Society Ltd in the United Kingdom and the laws of England and Wales govern this agreement and you and Collective Society Ltd agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Any waiver of any right or provision of this agreement will be effective only if signed by Collective Society Ltd and the failure of Collective Society Ltd to exercise or enforce any term or condition shall not constitute a waiver of such right or provision.

If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this agreement shall remain in full force and effect.

Collective Society Ltd reserves the right to make changes to this Site and this agreement at any time.

Collective Society Ltd reserves the right to refuse to list or to discontinue the listing of any services as it may choose in its sole discretion and without notice. Without limiting the generality of its right to exclude or discontinue the listing of services, Collective Society Ltd may, in its sole discretion, exclude services from the Site if they are believed not to meet applicable industry standards or if Collective Society Ltd receives complaints from users of the Site regarding listed services.

The rights and limitations in this agreement are for the benefit of Collective Society Ltd and a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

You are not permitted to assign any of your rights under this agreement without the prior written consent of Collective Society Ltd. You may not issue press releases or make any public statement regarding your use or participation in the Site without the prior written permission of Collective Society Ltd.

You and Collective Society Ltd are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and Collective Society Ltd is intended or created by this agreement.

Collective Society Ltd's and Collective Benefit Ltd's role in insurance transactions

For insurance requests Collective Society Ltd and/or Collective Benefits Ltd may be involved with the transaction between the buyer and insurer with respect to the provision of specific types of insurance. These types of insurance include, but are not limited to, health insurance, income protection, accidental death cover, critical injury cover and legal cover. For the types of insurance that we offer Collective Benefits Ltd (FRN 926589) are an appointed representative of Collective Society Ltd (FRN 923788) who are authorised and regulated by the Financial Conduct Authority.

Your Password

You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your username or password. You agree to (i) immediately notify Collective Society Ltd of any unauthorised use of your username or password or any other breach of security, and (ii) ensure that you exit from your account at the end of each session.

Payment Details

Where Collective Society Ltd takes your bank account/credit card payment details for the payment of financial services/insurance, we only do so with your authorisation. Wherever we do this, we use 128-bit encryption, as well as SSL certificates when transmitting payment data to our payment providers who are currently Stripe (for Debit and Credit Card payments) in order to protect your data. Collective Society Ltd might change our payment providers to ones that we consider suitable at any time. Collective Society Ltd will only use payment providers who comply with data protection legislation and hold your details in as secure a manner as possible. Collective Society Ltd do not hold your payment details directly on our systems, although we are able to securely reference these details directly with the payment provider.

Finally – if in doubt, contact us

If you have any queries, comments or complaints regarding the Site of these Terms and Conditions, just get in touch. You can write to us at:

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