Terms of Use

Podium Solutions Limited

V1.2

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Part 1 – Standard

1. Our Websites

1.1.1. The information on our Websites is provided by Podium and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Websites or related Products, Services or Partners contained on our Websites for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

1.2. Permitted use

1.2.1. Our Websites are for your personal, non-commercial use only. They may only be accessed and used by a private individual or by a business to seek information directly for that individual or business. Access to and use of the Websites other than for your personal, non-commercial purposes is strictly prohibited.

1.2.2. You are not permitted to use our Websites:

1.2.2.1. In any unlawful, fraudulent, or commercial manner
1.2.2.2. To harm, threaten, abuse, embarrass, defame, libel, intimidate or harass another person, or in a way that invades another person's privacy or is obscene, offensive, hateful, indecent, inappropriate, objectionable, unacceptable, discriminatory or damaging as determined by us
1.2.2.3. To create, check, confirm, update, modify or amend another person's records
1.2.2.4. To tamper with, modify, reverse engineer, or amend any part of our Websites
1.2.2.5. In a way that interferes with, disrupts, or imposes an unreasonable or disproportionately large burden on our communications and technical systems
1.2.2.6. With any automated software, process, program, robot, web crawler, spider, Data mining, trawling or other "screen scraping" software, process, program, or system.

1.2.3. Our Websites are intended for use only by customers located in the UK. We make no warranty or representation that any Product and/or any Service we provide is available or otherwise appropriate for use outside of the UK. If you choose to use our Websites from locations outside the UK, you do so at your sole risk, and you are responsible for compliance with all applicable local laws.

1.2.4. You may operate a link to our Websites provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to the Websites in such a way as to suggest or imply any form of association, approval, or endorsement by us. We reserve the right to require you to remove any link to the Websites immediately and at any time and we may withdraw any linking permission at any time.

1.3. Intellectual property

1.3.1. The trademarks, copyright, database rights and other intellectual property rights in the Websites and in the Information that we display on the Websites belong to us or our licensors and all such rights are reserved. You must not use such information or copyright material unless you have written permission from us to do so.

1.3.2. You may temporarily print, copy, download or store extracts of Information displayed on the Websites for your own personal, non-commercial use, provided you do not otherwise breach these Terms of Use.

1.3.3. All rights in podium-solutions.co.uk are owned by us.

1.4. Security

1.4.1. We subscribe to the latest in internet security standards so you can use our Websites with confidence. When you enter a protected area, a small padlock or key will be displayed at the bottom of the screen indicating that you have a secure connection with us. You can rest assured that the Data you supply via our Websites or Services is encrypted and cannot be read by anyone else.

1.4.2. “Your responsibilities” and “Our responsibilities and our liability to you” are important and you should read these sections carefully as they exclude or limit our liability to you and detail your responsibilities.

2. Our Services

2.1. Permitted use

2.1.1. Our Services are for commercial use, unless stated otherwise in “Part 2”. They may only be accessed by private individuals or by businesses who have “Service Agreements” in place with Podium (“Clients”). Access to and use of our Services outside of the terms set out in these Terms of Use and supplementary Service Agreements is strictly prohibited.

2.1.2. It may be of benefit to Clients for agreed third parties (“Permitted Users”) to have certain access to Podium Services. To achieve this without the need for each third party to contract directly with Podium, you agree to the following:

2.1.2.1. The Client shall procure that each Permitted User complies with all relevant provisions of these Terms of Use and relevant Service Agreement
2.1.2.2. Pursuant to the Contracts (Rights of Third Parties) Act 1999, these Terms of Use and relevant Service Agreements shall be enforceable by each Permitted User (to the extent permitted by law) as if each Permitted User were a party to the Service Agreement
2.1.2.3. “Exclusions of our Liability” shall apply on an aggregate basis across all claims that may be brought by the Client and/or a Permitted User under or in connection with the relevant Service Agreement
2.1.2.4. Unless explicitly agreed otherwise in the Service Agreement, a Permitted User must always be a Client Group Company to have access to the Services as set out in these Terms of Use. If any Permitted User is no longer a Client Group Company, the rights of the relevant Permitted User will automatically terminate (without further notice and without liability to Podium) on the date it ceases to be a Client Group Company
2.1.2.5. If the Client’s rights terminate (for whatever reason), the Permitted Users rights shall also automatically terminate (without further notice and without liability to Podium)

2.1.3. You are not permitted to use our Services:

2.1.3.1. In any unlawful, fraudulent, or commercial manner
2.1.3.2. To harm, threaten, abuse, embarrass, defame, libel, intimidate or harass another person, or in a way that invades another person's privacy or is obscene, offensive, hateful, indecent, inappropriate, objectionable, unacceptable, discriminatory or damaging as determined by us
2.1.3.3. To create, check, confirm, update, modify or amend another person's records
2.1.3.4. To tamper with, modify, reverse engineer, or amend any part of our Services
2.1.3.5. In a way that interferes with, disrupts, or imposes an unreasonable or disproportionately large burden on our communications and technical systems
2.1.3.6. With any automated software, process, program, robot, web crawler, spider, Data mining, trawling or other "screen scraping" software, process, program, or system.

2.2. Intellectual property

2.2.1. The information, results, and other intellectual property rights in the Websites and in the responses returned by our Services belong to us or our licensors and all such rights are reserved. You must not use Service responses outside of the terms set out in these Terms of Use and the supplementary Service Agreements.

2.3. Security

2.3.1. Our Services are secured using industry standard authentication and authorisation mechanisms. If Client connectivity to our services does not follow these authentication standards, your attempts to connect will not be permitted. The Data you supply is encrypted and cannot be read by anyone else.

2.3.2. “Your responsibilities” and “Our responsibilities and our liability to you” are important and you should read these sections carefully as they exclude or limit our liability to you and detail your responsibilities.

3. Your responsibilities

3.1.1. You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on the Websites and/or your breach of these Terms of Use.

3.2. Personal information

3.2.1. Our Websites and Services provide you with information and allow you to search for and compare various Products from different providers. You will need to provide Data to obtain results. The Data required is designed to ensure that we and all relevant Partners have the information necessary to provide you with appropriate and timely information relating to your query. Aspects of Products which (such as a mortgage interest rate) will be determined by the answers you provide to these questions. It is very important that you input all Data truthfully, completely, and accurately and that you disclose all relevant facts. Failure to do so may invalidate the Product you obtain.

3.2.2. If you are in any doubt as to whether any information is relevant or required to be disclosed or that something may be incorrect you should disclose it to your relevant provider before you apply for a Product.

3.2.3. Before you obtain any Product from a provider, you must check all of the Data the provider holds about you to ensure it is correct, complete, accurate and not misleading and that you have disclosed all relevant facts. It is your responsibility to identify and correct any mistakes or errors in the Data before you obtain any Product. Failure to do so could invalidate the Product.

3.2.4. If you create or supplied any usernames, passwords or equivalent when using the Websites or Services, they must be kept confidential by you and must not be shared with any third party. If you do disclose to anyone your username, password, and/or other identification information, you are solely responsible for all activities undertaken on the Website and Services using your username, password, and/or other identification information.

3.2.5. You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any Data you provide is free from viruses and anything else which may have a harmful effect on any part of the Websites, Services or the web pages of third parties or any other technology.

3.3. User Consent

3.3.1. You must ensure that you agree with the terms for specific Website and Services as set out in “Part 2” of these Terms of Use.

3.3.2. You must get permission from any other person whose information you intend to provide to the Websites or Services before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.

3.4. Third parties

3.4.1. Your use of any third party web pages and your obtaining of any Products will be subject to the third party’s own terms and conditions (which will be different from ours).

3.4.2. Any links to third party web page on our Websites or in our emails are provided for your interest and convenience only. These Websites are owned and operated by third parties over whom we do not have control. We do not endorse, recommend or accept responsibility for such third parties, their Products or Services, their web pages or for any information, opinions or views given or advice provided by such third parties (whether on their web pages or otherwise).

3.5. Products

3.5.1. The Products displayed on our Websites are not provided by us but by third parties over whom we do not have control.

3.5.2. You must familiarise yourself with all the details of the Product, for example:

3.5.2.1. For money Products, the interest rate, any early redemption charges, restrictions, exclusions, conditions, and obligations which apply to the Product

3.5.3. You should always check the suitability, adequacy and appropriateness of the Product that is of interest to you. It is your responsibility to satisfy yourself that you wish to obtain any Product before applying for it. If you are in any doubt as to the suitability, adequacy, or appropriateness of any Product referred to on the Websites, we suggest that you seek independent professional advice before you obtain it.

3.5.4. It is very important before you apply for any Product that you carefully read the accompanying terms and conditions, the third parties' terms and conditions and any other documentation that applies to the Product.

3.5.5. The Websites provide information on a wide range of Products and Services but there may be other Products or Services available on the market which are not shown on the Websites and which may be more appropriate or suitable for you than those shown on the Websites.

4. Our responsibilities and our liability to you

4.1. Website and Service Information

4.1.1. We aim to ensure that the Information on our Website and returned by our Services is accurate. We also try to correct any errors or omissions as soon as we can after being notified of them. However, we are not able to guarantee that Information on our Websites or returned by our Services is accurate and free from errors or omissions at all times. We reserve the right to add, amend, delete, edit, remove, or modify any Information on our Websites or returned by our Services at any time and without notice.

4.1.2. None of our Websites or Service offer financial, investment or other advice or a recommendation or endorsement by us in respect of any Product that may be referenced. Information is provided for general informative purposes only, should not be relied upon by you and is provided so that you can select the Product that you feel is most appropriate to meet your needs.

4.1.3. The Information relating to any Product may not represent the complete descriptions of all the features and terms and conditions of those Products. You must ensure that you carefully read all the features and terms and conditions (including those contained on the provider's web pages) of any Product before applying for it.

4.1.4. Where we provide you with access to third party web pages, the views expressed on those web pages do not represent our views.

4.2. Website and Service availability

4.2.1. Every effort is made to keep our Websites and Services up and running smoothly. However, Podium takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control. We reserve the right to suspend, restrict or terminate your access to our Websites and Services at any time.

4.3. Exclusions of our liability

4.3.1. Nothing in these Terms of Use excludes or limits our liability for death or personal injury caused by our negligence or for our fraud, or excludes or limits our duties or any liability under the Financial Services and Markets Act 2000, as amended, ("FSMA") or any conduct of business rules developed pursuant to FSMA.

4.3.2. Subject to the paragraph immediately above, we do not accept any responsibility or liability for any loss or damage you may incur:

4.3.2.1. If any Data you provide to our Websites or Services is not correct, complete, and accurate, or if it is misleading, or if you fail to disclose all relevant facts
4.3.2.2. If any Product you apply for does not meet your requirements or is not suitable for you

4.3.2.3. In connection with the accuracy or content of any reviews of Products or Services displayed on or returned by our Websites or Services, or on any other web pages that you may access via our Websites or Services
4.3.2.4. For any acts, omissions, errors, or defaults of any third party in connection with that Product or Service
4.3.2.5. Which are indirect or not foreseeable by us when you accessed or used our Websites or Services
4.3.2.6. Arising from an inability to access, from any use of, or from reliance on the Data transmitted whilst using our Websites or Services; where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of Data over the internet

4.3.3. We do not give any warranty that our Websites and Services are free from viruses or anything else which may have a harmful effect on any technology.

5. Legal

5.1.1. If any provision of these Terms of Use is held to be unlawful, invalid, or unenforceable, that provision shall be deemed deleted from these Terms of Use and the validity and enforceability of the remaining provisions of these Terms of Use shall not be affected.

5.1.2. These Terms of Use, together with our Privacy Policy, constitute the agreement between you and us relating to your access to and use of the Websites and Services, and supersede any previous Terms of Use and/or Privacy Policy of our Websites and Services. There may also be additional terms agreed in any Service Agreement between you and Podium; additional terms are supplementary to these Terms of Use and our Privacy Policy.

5.1.3. No failure or delay by us in exercising any right under these Terms of Use will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

5.1.4. These Terms of Use and your access to and use of the Websites and Services shall be governed by and interpreted in accordance with English law.

5.1.5. Each of you and us submits to the exclusive jurisdiction of the courts of England and Wales in connection with these Terms of Use and your access to and use of the Websites and Services (including any claims or disputes).

Part 2 – Website and Service specific terms

6. Websites

6.1. Podium website

6.1.1. The information contained in the Podium website is for general information purposes only. The information is provided by Podium and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the Information, Products or Services contained on the Podium website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

7. Services

7.1. Mortgage Decision in Principle

7.1.1. Our Decision in Principle Services match your Data to the criteria companies are looking for to see your chances of successfully obtaining a mortgage Product from the indicated lenders. Our Decision in Principle Services have been built in partnership with certain trusted Partners; for a full list of mortgage lender Partners, and the terms associated with those Partners, see “Mortgage lenders” in our Privacy Policy. If you submit your details when using our Decision in Principle Services, we may pass your information to those Partners for the purposed of them indicating your chances of successfully obtaining a mortgage Product from them.

7.2. Affordability

7.2.1. Our Affordability Service uses the Data you provide, such as your income, expenditure, existing credit commitments and number of dependants, to estimate how much you may be able to borrow and what your monthly mortgage payments may be. The results are an estimate only. They are based on assumptions and on the Data you provide, and are not an offer of, or a guarantee that you will be able to obtain, a mortgage Product of any particular amount. Each lender will carry out its own affordability assessment as part of a full mortgage application.

7.3. Eligibility

7.3.1. Our Eligibility Service helps you understand how likely you are to be accepted for mortgage Products, based on the Data you provide and information held on your credit file. If you submit your details when using our Eligibility Service, we will pass your information to our service provider, QLFY Limited, who will carry out a quotation or “soft” search of your Equifax credit file on our behalf. A soft search won’t harm your credit score and only you can see it; it will not be visible to lenders. Results are an indication only and do not guarantee that a lender will offer you a mortgage Product. A full eligibility check, which may include a “hard” credit search, will be carried out by the lender if you go on to apply. For more information see “Service providers” in our Privacy Policy.

7.4. Mortgage payment holiday calculator

7.4.1. Our mortgage payment holiday helps you understand the increase in balance and subsequent increase in monthly payments for reducing monthly payments for an agreed period with your lender. The actual increases will depend on a number of factors, such as whether your lender calculates interest on a daily, monthly, or annual interest basis, and when which day of the month you make your monthly payments. Our calculator makes assumptions about these factors and should therefore results should only be used as guide. Any mortgage holiday must be agreed with your lender first.

7.5. Mortgage sourcing

7.5.1. Our mortgage sourcing service helps you search for mortgage product rates that are currently available on the market, filtered and tailored to your mortgage requirements and circumstances, such as mortgage term, mortgage amount, and loan to property value percentage (LTV). The rates shown are based on your mortgage requirements only and a full eligibility check should be carried out with the selected lender to ensure eligibility for a given product.