

Terms and Conditions (Search My Credit membership programme services)

These terms and conditions relate to the Search My Credit membership programme services and use of the www.creditportal.co.uk website by Search My Credit membership programme customers. The Search My Credit membership programme services are described in paragraph 4.

Callcredit Consumer Limited operates the website and will be providing the Credit Reporting services to you. Our company name is Callcredit Consumer Limited, our company number is 7891157 and our registered office is at One Park Lane, Leeds, West Yorkshire, LS3 1EP.

Callcredit Consumer Limited is authorised and regulated by the Financial Conduct Authority under number 649585. Authorisation can be checked on the Financial Services Register at www.fca.org.uk.

In these terms and conditions, "we", "us" and "our" refers to Callcredit Consumer Limited, and "you" and "your" refers to the user of the website.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE AND SIGNING UP FOR THE SEARCH MY CREDIT MEMBERSHIP PROGRAMME SERVICES AS THEY CONTAIN LEGAL RIGHTS AND OBLIGATIONS

1. Our contract with you

- 1.1. These are the terms and conditions which apply to your use of the www.searchmycredit.co.uk website and are also those on which we supply the Credit Reporting services to you. These terms form a contractual relationship between us and you, Search My Credit is not a party to this contract.
- 1.2. If you have applied to receive other products or services from Search My Credit then those other products or services will be provided on separate terms and conditions between you Search My Credit and we cannot be held responsible for the content of such services.

2. Changes to these terms and conditions or the Search My Credit membership programme services

- 2.1. We may change these terms and conditions or the Credit Reporting services at any time. If we do this we will put the new terms and conditions or details of the changes to the [Credit Reporting] services on the www.searchmycredit.co.uk website. The changes will take effect when they are posted on the www.searchmycredit.co.uk website.
- 2.2. If you don't want to continue to be registered on the www.searchmycredit.co.uk website or to continue to get the Search My Credit membership programme services then you can cancel your registration/membership by letting us know in writing by e-mail to customerservice@searchmycredit.co.uk

3. Registration

- 3.1. Before you can use any Search My Credit membership programme services you must apply to register on the www.searchmycredit.co.uk website.
- 3.2. After we have received your application for any Search My Credit membership programme services we will review it and let you know as soon as we can whether you have been accepted as a user of those Credit Reporting services. Please note that not everyone that applies for the Search My Credit membership programme services will be accepted as a user.
- 3.3. We do not have to notify you why you have not been accepted but one reason for this may be that, at the time you make your application, we may have been unable to match your personal details to the correct credit report.
- 3.4. You may only register for the www.searchmycredit.co.uk website and use the Search My Credit membership programme] services if you are:
 - 3.4.1. over 18 years of age;
 - 3.4.2. a Search My Credit membership programme customer;
 - 3.4.3. resident in the United Kingdom.

By registering on the www.searchmycredit.co.uk website and making the application to use the Search My Credit membership programme services you confirm that you meet these requirements.

- 3.5. You may only use and access the Search My Credit membership programme services on your own behalf and not on behalf of anyone else. You should be aware that you cannot order credit information about anyone else from this website.
- 3.6. Once we have received your application for the Search My Credit membership programme services we will send you an automated acknowledgement. This is purely for acknowledgement purposes and is not an agreement from us to provide you with the Search My Credit membership programme services or any other service.

4. SEARCH MY CREDIT MEMBERSHIP PROGRAMME SERVICES

PLEASE READ THIS PARAGRAPH CAREFULLY AS IT EXPLAINS WHAT THE SEARCH MY CREDIT MEMBERSHIP PROGRAMME SERVICES ARE AND WHAT EXCLUSIONS APPLY

- 4.1. Once we accept your application for the Search My Credit membership programme services, we agree to provide the following services to you under these terms and conditions:
 - 4.1.1. Credit Report

We will provide a credit report to you online. The credit report will be updated daily.
 - 4.1.2. Credit Score

We will provide your most recent credit score to you. Your credit score is an indicator of how good your credit history and likelihood of getting credit is. This will be made available to you online and will be updated monthly.
 - 4.1.3. Credit Rating

We will carry out an assessment of your credit rating based on the information that we hold about you. This rating will be available to you online and will be based on your history of borrowing and repayment.

4.1.4. Alerts

When you have successfully registered on our site we will notify you, via the email address that you supply when you register with us, if there has been a significant and material change in your credit file that we hold. If there are any alerts on your file, we will send a daily email to the email address you specified when you registered for Search My Credit membership programme service.

It is your responsibility to ensure the email address we hold for you is up to date. The email will contain details of any alerts that have been triggered on your credit report in the previous day. If there have been no alerts triggered then we will not send you an email.

The Alerts service is a notification only service. We are not responsible for any loss you suffer if we deliver an alert to you and you do not review that alert and notify us if you believe the information is incorrect.

You should not rely solely on the Alerts service to ensure that your credit report is up to date. It is your responsibility to regularly check your credit report to ensure that the information recorded in it is accurate and up to date.

General

- 4.2. Once you have applied for the additional Search My Credit membership programme services, been accepted, and paid any applicable fees, you will be given immediate access to the relevant Search My Credit membership programme services on the www.searchmycredit.co.uk website and you will start to receive those services immediately. You acknowledge and request that the Search My Credit membership programme services will be provided before the expiry of the 14 day cancellation period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (but this does not affect your rights to cancellation and a refund under those regulations: please see paragraph 6.3 below).
- 4.3. Whilst we will try to make sure that the www.searchmycredit.co.uk website is available for use as much as possible we cannot guarantee its availability. You will appreciate that we need to take it down from time to time for maintenance. We will try to do this at times when we are expecting low usage but cannot guarantee that this will be the case. No software provider can fully guarantee that its website and/or content is completely virus and bug free, but you should be aware that we are committed to trying to make the Search My Credit membership programme services as virus and bug free as we can. You should therefore use virus checking software.
- 4.4. It is important to us that the information we supply to you is as accurate as possible and we use our reasonable efforts to verify its accuracy. We cannot guarantee that it is completely accurate, however. Also, as you will appreciate some of this information comes from other businesses, who get the information from other sources themselves such as the electoral roll, insurance companies or financial institutions. Neither we nor any other third parties used to provide the [Credit Reporting] services have any control over the content of such information and are not responsible if it turns out to be inaccurate.

- 4.5. For us to be able to provide the Search My Credit membership programme services to you we need to obtain your credit report information held in Callcredit Limited's credit reference database. By applying for the Search My Credit membership programme services you agree that we can use your credit report information in this way.
- 4.6. You will appreciate that whilst some of the Search My Credit membership programme services will provide information to you this is provided for your guidance and information only. Any businesses who carry out credit searches on you will take information from a number of sources and use their own criteria in making decisions based on it. You should not rely on the information we provide to you and we cannot be responsible or liable to you if you do rely on it or take any action based upon it.

5. Price of the Search My Credit membership programme services

- 5.1. We will not charge you for providing the Search My Credit membership programme services to you unless paragraphs 5.2, 5.3 or 5.4 below apply.
- 5.2. The Search My Credit membership programme services are only available to you under these terms and conditions for such time as you are a Search My Credit membership programme customer. If for any reason you cease to be a Search My Credit membership programme customer then you may register to continue to receive the the Search My Credit membership programme services, but this may require you to (i) pay our standard applicable fees for those services, and (ii) agree to any additional terms and conditions applicable to those services, each as detailed on our www.callcredit.co.uk website at the time of subscribing. Access to the Search My Credit membership programme services will then be through our www.searchmycredit.co.uk website.
- 5.3. From time to time we may email you with details of certain promotions we are willing to make available to you. These promotional offers are personal to you and may not be shared with third parties. If you attempt to use a promotional code that was not sent to you, then we reserve the right to charge you the full price for the service you have requested.
- 5.4. If you have been offered products or services as part of a particular promotion, then:
- 5.4.1. you will receive those products or services for the period of time and at the price stated within the promotion; and
 - 5.4.2. once the time period specific in the promotion has ended, your right to access the products or services at the promotional rates will expire. You may then enter into a new agreement with us to buy the relevant products or services at the prices set out on the www.searchmycredit.co.uk website.

6. Duration of Search My Credit membership programme services and your right of cancellation

- 6.1. We will automatically continue to provide the Search My Credit membership programme services until they are cancelled in one of the ways set out below.
- 6.2. If you no longer wish to receive the Search My Credit membership programme services you may tell us to cancel them by sending a request to customerservice@searchmycredit.co.uk. We will administer this change within a reasonable time. If you tell us that cancellation is a matter of urgency (e.g. if you think that someone has got access to your password) we will do our best to cancel your registration immediately. You may use the model cancellation form available [here](#) but it is not obligatory.

- 6.3. If you tell us (in accordance with paragraph 6.2) that you wish to cancel the Search My Credit membership programme services within 14 days after the day on which we accepted your application for those [Credit Reporting] services, you are entitled to a refund of the amounts you have paid for those services less an amount in proportion to the period of service you have received at the time we are informed of your decision to cancel. To meet this cancellation deadline, it is sufficient for you to send your cancellation email before the 14 day cancellation period has expired. We will pay the refund without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel. The refund will be paid using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.
- 6.4. We may cancel your registration on the www.searchmycredit.co.uk website and cancel your receipt of any of the Search My Credit membership programme services:
- 6.4.1. because of your misuse of the Search My Credit membership programme services. Misuse of the Search My Credit membership programme services means use of the Search My Credit membership programme services in a way which is not permitted by these terms and conditions or there is fraud; or
 - 6.4.2. if we stop providing the Search My Credit membership programme services or the www.searchmycredit.co.uk website. We regret that if we withdraw part or all of the Search My Credit membership programme services we cannot be responsible for any costs or losses you incur, but we will return any fees you have paid for the remaining part of the year for any services for which you have paid; or
 - 6.4.3. if you do not access your account on the www.searchmycredit.co.uk website for more than six months.
 - 6.4.4. if any payment that you owe us is declined, rejected or reversed.
- 6.5. We may also cancel your receipt of any of the Search My Credit membership programme services if (i) you have ceased to be a Search My Credit membership programme customer or (ii) our agreement with Search My Credit comes to an end (unless we have made arrangements with Search My Credit to continue to provide the Search My Credit membership programme services to you for a certain period after the termination of that agreement, in which case we will continue to provide you with the [Credit Reporting] services for that period).
- 6.6. Except as set out in paragraphs 6.3 and 6.4.2, you are not entitled to any refund of any amounts you have paid for any Search My Credit membership programme services as a result of a cancellation of those services.

7. Security

- 7.1. Your right to access the www.searchmycredit.co.uk website and the Search My Credit membership programme services is personal to you. You must not allow any other person to have access to your account on the www.searchmycredit.co.uk website or the Search My Credit membership programme services using your username and password. You must keep your username and password confidential.
- 7.2. We reserve the right to suspend your access to the www.searchmycredit.co.uk website and the Search My Credit membership programme services if at any time we consider that there is or is likely to be a breach of security or your use of the www.searchmycredit.co.uk website is in any way detrimental to us or anyone else.

- 7.3. We reserve the right to require you to change any or all of the passwords used by you in connection with the searchmycredit.co.uk website and/or the Search My Credit membership programme services.

8. Copyright, trade marks and other intellectual property rights

- 8.1. You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in the www.searchmycredit.co.uk website and Search My Credit membership programme services and all aspects of them are owned by us, those businesses who provide services to us as part of the Search My Credit membership programme services [or those businesses who are providing the vouchers and special offers].
- 8.2. You may take reasonable copies of the information or reports provided as part of the Search My Credit membership programme services solely for your own personal use. You may not use it on a commercial basis or provide it to anyone else. You may not sell it on, republish it, redistribute it, copy (except as permitted above) or adapt it.

9. Our liability to you

PLEASE READ THIS PARAGRAPH CAREFULLY AS IT EXPLAINS WHAT LIABILITY WE HAVE TO YOU AND WHAT EXCLUSIONS APPLY

- 9.1. There are certain things which we agree we will not exclude or limit our liability to you for. These are:
- 9.1.1. liability for death or personal injury caused by negligence;
 - 9.1.2. fraud or fraudulent misrepresentation; or
 - 9.1.3. any other liability which we cannot limit or exclude under law.
- 9.2. Nothing in these terms and conditions affects any statutory rights you may have as a consumer.
- 9.3. Subject to paragraph 9.4 below, if we breach these terms and conditions or are negligent in providing the Search My Credit membership programme services we will only be responsible for loss or damage that you suffer which is foreseeable; i.e. which is a likely result of our breach or negligence in providing the Search My Credit membership programme services. If the loss or damage is not foreseeable we cannot be responsible for it.
- 9.4. We cannot be responsible to you for loss or damage or any other liability (whether it arises from breach of these terms and conditions or negligence) which is in excess of £100 for each incident.

10. Data protection, cookies and privacy policy

- 10.1. We will collect personal information in connection with your use of the Search My Credit membership programme services via the www.searchmycredit.co.uk website. Our privacy policy has details of what information we collect, what we do with that information, and other related matters such as cookies. Our privacy policy forms part of these terms and conditions.

- 10.2. You agree that we can collect, use, transfer and disclose your personal information in accordance with our privacy policy, and you also agree to our use of cookies as described in our privacy policy. To view our privacy policy please click <https://www.callcreditcheck.com/privacy-policy>

11. How to contact us

- 11.1. **General enquiries:** In the event that there is an unexpected result in your credit report or you feel that the information is not correct, you should contact us to raise a query by using the online process which can be accessed via your credit report. This will raise a dispute with the credit reference agency run by Callcredit Limited.
- 11.2. **Complaints:** If you have any questions or complaints in respect of Search My Credit membership programme services, please contact our Customer Services team at customerservice@searchmycredit.co.uk or 0203 598 5198. You can find our customer complaints policy at <http://www.searchmycredit.co.uk/complaints.html>
- 11.3. **Complaint Resolution:** We have a complaint-handling process, which includes alternative dispute resolution (a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court). If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Financial Ombudsman Services. Financial Ombudsman Services will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4 567 or 0300 123 9 123

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.fos.org.uk

12. Summary of your legal rights

- 12.1. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms and conditions will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

In relation to **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.

- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

13. Hyperlinks to other websites

- 13.1. To provide increased value to you, we may provide links to other websites or resources for you to access. You can choose whether or not to access these links. As you will appreciate, once you have left our website we are not responsible for the availability or content of these external websites or resources. We do not review or endorse the content of these websites. If you provide your personal details to these external websites then the use of these personal details will be governed by the privacy policy of that website and not our privacy policy.

14. Miscellaneous

- 14.1. We shall be under no liability for any delay or failure to deliver the [Credit Reporting] services or otherwise perform any obligation under these terms and conditions if the delay or failure is caused by circumstances beyond our reasonable control.
- 14.2. If any portion of these terms and conditions is held by any competent authority (such as a court) to be invalid or unenforceable (either wholly or in part) the validity or enforceability of the other portions of these terms and conditions shall not be affected.
- 14.3. These terms and conditions do not give any rights to anyone who is not a party to them.
- 14.4. These terms and conditions and your use of the www.searchmycredit.co.uk website and Search My Credit membership programme services shall be governed by the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes arising out of or in connection those matters.
- 14.5. You are entitled to request a paper copy of these terms and conditions from us. If you wish to receive a paper copy you should send an email making the request to customerservice@searchmycredit.co.uk

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