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2. The Site is owned and operated by Expert Pension Solutions Limited ("EPS").
3. In these Terms & Conditions and Disclaimer, a "Practitioner" is a practitioner who uses the Site in relation to one or more modules of EPS's automated, online services which are designed to assist a Practitioner and their client (Practitioner's Client") in the area of pensions within the ancillary relief process (any or all of which modules or services can be referred to as "Pension Relief Service")
4. The Site is intended for only the use of clients of EPS who are Practitioners.
5. The masculine includes the feminine and the neuter and the singular includes the plural and *vice versa*.
6. The use of the Site is governed by, respectively, these Terms and Disclaimer, EPS's Terms and Conditions of Business, EPS's Privacy Policy and EPS's Data Protection Note, to all of which users of the Site should refer.
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9. The contents of the Site are only for general information and only for use by Practitioners in relation to the Pension Relief Service, for the use of which Pension Relief Service each Practitioner must contract with EPS in terms governed by EPS's Terms and Conditions of Business.
10. The information on the Site may be updated from time to time.
11. EPS hereby excludes any warranties (whether expressed or implied) or any other assurances as to the operation, quality, accuracy, efficacy, completeness, performance, timelessness, or fitness for any particular purpose, or functionality of the Site and it is accepted that access to the Site may be interrupted, restricted or delayed, at any time, for any reason.
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13. EPS will not be liable for any damages (including, without limitation, damages for any consequential loss or loss of business opportunities or projects, or loss of profits) howsoever

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14. EPS makes no warranty that the contents of the Site are free from infection by viruses or any other element which has contaminating or destructive properties and EPS shall have no liability in respect thereof.
15. The Site may, from time to time, contain links to external, third party sites located on servers which are maintained by third parties; it is understood and accepted that EPS has no control over such third party sites and therefore no control over their content and accordingly information that may be accessed from the Site via hypertext link is available solely on the basis that EPS disclaims all responsibility or liability (including for negligence) in respect of any of the material contained on or accessible from such sites and servers.
16. Where, from time to time, part of the Site contains advertising and other material submitted to EPS by third parties, it is understood and accepted that it is those advertisers solely who are responsible for ensuring that such advertisements and other material so submitted for inclusion on the Site comply with all relevant laws and regulations; although acceptance of advertisements on the Site is subject to the terms and conditions of EPS as regards advertising (which terms and conditions may be made available on request) EPS will take no responsibility for any error, omission or inaccuracy in advertising materials and does not accept liability in respect of any of them.
17. To the full extent permissible by law, EPS disclaims all responsibility (including any implied terms) for any damages or losses (which, without limitation, would include financial loss, damages for loss in business projects, loss of profits or other consequential losses) arising in contract, tort or otherwise from anyone's use of or inability to use the Site or from anyone's use of or inability to use any material appearing on the Site, or from any action or decision taken as a result of using the Site or as a result of using any material on the Site.
18. The contents of the Site and their use are governed by English law and users agree to submit to the jurisdiction of the English courts with respect to any issue which may arise.

MANNER OF ITS COMPLIANCE WITH THE DATA PROTECTION ACT 1998

1. In this Data Protection Note, a "Practitioner" is a practitioner who uses the website ("Site") of Expert Pension Solutions Limited ("EPS") in relation to one or more modules of EPS's automated, online services which are designed to assist a Practitioner and their client ("Practitioner's Client") in the area of pensions within the ancillary relief process (any or all of which modules or services can be referred to as "Pension Relief Service").
2. In order to provide the Pension Relief Service, EPS will need to be supplied with information ("Information") which may include accounts and personal financial details, such Information to be supplied by the Practitioner and / or other sources such as the bank of the Practitioner's Client and credit reference agencies.

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3. EPS may also, when authorised in writing by the Practitioner's Client (or by the Practitioner on behalf of the Practitioner's Client) apply to the professional or other advisers of the Practitioner's Client for information which is supplementary to the Information.
4. EPS will record the Information (whether in manually operated or automated systems) and retain it only as long as required by law to do so and EPS will keep it as securely as possible.
5. EPS will use the Information only to provide the Pension Relief Service.
6. EPS will disclose such of the Information as is necessary to comply with any legal or regulatory requirements to which EPS may be subject.
7. Except as permitted by this Data Protection note and in order to provide the Pension Relief Service as required by legal or regulatory requirements, EPS will only disclose Information to those to whom Practitioner or Practitioner's Client may specifically (in writing) authorise disclosure.
8. EPS may also use the Information to monitor and analyse its business and by the Practitioner's use of the Site the Practitioner consents to this on behalf of himself and on behalf of Practitioner's Client.
9. A Practitioner or Practitioner's Client has the right to apply to EPS for details of the Information which EPS holds about the Practitioner's Client and an administrative charge may be made by EPS for so complying.