

Terms and conditions for the use of the website

In these terms and conditions references to 'you', 'your' and 'yours' are references to the person(s) accessing the Site.

Yorkshire Building Society (trading as Chelsea Building Society and the Chelsea) is referred to as "we" or "us".

The term "parties" will be used to refer to both you and us together.

The "Site" means our web site, hosted at www.thechelsea.co.uk

THESE TERMS AND CONDITIONS ARE IMPORTANT. YOU SHOULD READ THROUGH THEM CAREFULLY AND CONTACT US ON 0345 744 6622 IF THERE IS ANYTHING YOU DO NOT UNDERSTAND.

The products or services on this Site are intended for residents in the United Kingdom over the age of 18 and the terms and conditions for use are drafted accordingly.

Use of the Site

1. By accessing any part of the Site you agree to accept and be bound by these terms and conditions. If you do not agree with any of them then you should stop using the Site immediately.
2. We have the right to amend the contents of the Site at any time.
3. Access to some pages of the Site is limited to specific users or members who will have to enter a password to access these pages. Any access or attempted access to these pages without a valid password will be unauthorised and in breach of these terms and conditions.

Changes to these Terms and Conditions

4. We have the right to amend these terms and conditions for the following reasons:
 - a. to reflect changes or anticipated changes in law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
 - b. to reflect changes in our costs, including administrative costs, involved in providing the Site;
 - c. to reflect changes in technology;
 - d. to reflect changes to the functionality of the Site, including the removal of any out of date functionality; and
 - e. to correct any mistake in the way the Terms and Conditions are drafted or to change the drafting to make them fairer or clearer (such a change would never be to your detriment).

Any changes will be posted on the Site in advance of the change. If you are not happy with any change that we make, you may immediately terminate this agreement and you must stop using the Site.

Accessibility

5. We have made reasonable efforts to ensure that the Site is accessible from a wide range of computers and browsers. However, we cannot absolutely guarantee that you will be able to access the Site if you change the hardware/software you are using and we do not accept liability if you are unable to do so.
6. We may suspend access to the Site without notice for any reason, including the maintenance and updating of the information on it. We reserve the right to amend, alter or add to information appearing on the Site.

Accuracy of Information

7. We do our best to ensure that the information provided on the Site is up to date and accurate. However, since some of the information is provided by third parties, we cannot guarantee that this third party information is up to date and accurate. Nor can we guarantee that any information on the Site is suitable for your particular purposes, as the Site is, inevitably, general, rather than specific.
8. We exclude liability to the full extent allowed by law. This does not affect your statutory rights as a consumer. If you intend to rely on any information presented on this Site, you are responsible for checking that it meets your specific requirements.

Links to other sites

9. We are not responsible for the content, security or performance of linked web sites and we do not endorse any products or services advertised on them. Once you leave the Site, you will no longer be covered by our Privacy or Security Policies.

Links to our Site

10. You cannot provide hyperlinks to our Site in any other website or communication without our permission. If you would like our permission please email webmaster@ybs.co.uk, however, we are under no obligation to grant this permission.

Termination

11. We may, acting reasonably, stop you using this Site and deny you access in future if you do not comply with these terms and conditions or if we have reasonable grounds to suspect that you are using the Site for any improper purpose, including (but not limited to) fraudulent, abusive or illegal activity.

Copyright

12. Copyright or other intellectual property rights protect the content and layout of this Site. This not only includes text but also software, data, forms, sound, music, graphics, animations, logos and video clips.

13. You may print off copies of calculations or product information for your own personal use. You may not copy, use or print off any material for any commercial, illegal or immoral purpose. If you print off information, data, text or forms, you must not alter, amend or copy them, make any derivative works from them nor remove or obscure any logos, names or other proprietary or intellectual property marks showing ownership by us or any third party.

Liability

14. We do not accept any liability for any losses that do not arise directly from a breach of these terms and conditions. Similarly, you will not be liable to us for any losses that do not arise directly from your breach of these terms and conditions.
15. We do our best to ensure that this Site is free from viruses, bugs or other software or programs that may damage the operation of your computer. However, we cannot guarantee this and we do not accept liability if this happens.

Jurisdiction

16. The products or services on this Site are intended for residents in the United Kingdom over the age of 18 and the terms and conditions for use are drafted accordingly.
17. The parties agree that English law will apply to these terms and conditions and that any disputes will be tried by the English Courts.
18. Other law may apply to the terms of particular products (for example, Scottish Law applies to Scottish Mortgages). Therefore it is important that you read the terms for individual products.

Costs

19. You agree to reimburse us if we suffer any loss or damage or incur any costs because you use the Site for illegal purposes.

General

20. If any of the clauses of these terms and conditions is found to be legally invalid, it will be deleted. This agreement shall continue to bind the parties if it is capable of continuing in existence without the unfair term.
21. All disclaimers, exclusions or where you agree to reimburse our costs will continue in force after termination of this agreement.
22. We can transfer our rights duties and responsibilities set out in these terms and conditions to another party. Any party that we make such a transfer to will be subject to the same duties and obligations under these terms and conditions as we are.

Unforeseen Events

23. Neither you nor we will be responsible for any breach of these terms and conditions due to any cause beyond its reasonable control. Neither party shall be liable or deemed to be in default for any delay, interruption or failure in the performance of its obligations under this Agreement caused directly or indirectly by fire, flood, earthquake, explosion or other casualty, strike or labour dispute, disruption of telecommunication systems, war or other violence, accident, any law, order, injunction, proclamation, regulation, ordinance, demand or requirement of any government agency, act of god or any other cause or condition of a like nature beyond the reasonable control of the affected party.