

## 1. Introduction

1. The First Bus Retirement Savings Plan Trustee and FirstGroup Pension Scheme (Bus Section ) Trustee Portal (the "**Portal**") is made available to you in accordance with these Terms of Use as a registered user.
2. Please read the Terms of Use carefully before you start to use the Portal.
3. The Terms of Use tell you who we are, how you may use the Portal, and what to do if there is a problem and other important information
4. These Terms of Use refer to our [Privacy Policy](#) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By giving your consent when required, you agree to such processing, and you warrant that all data provided by you is accurate
5. By using the Portal, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use the Portal

## 2. Information About Us

1. www.firstbuspensionschemetrustee.co.uk is owned by First Bus Retirement Savings Plan Trustee ("**we**", "**us**", "**our**"), incorporated and registered in England and Wales with company number 04649273 whose registered office is at 50 Eastbourne Terrace, Paddington, London W2 6LG.
2. The Portal is operated and maintained on our behalf by Claire Rawlinson Ltd a company registered in England and Wales with company number 13272959 whose registered office is at 60 Naburn Drive, Orrell, Wigan, Lancashire WN5 8SB. Your personal information will be processed by Claire Rawlinson Ltd and any subsequent supplier of these services only in accordance with our instructions and our [Privacy Policy](#) and in compliance with UK GDPR and the Data Protection Act 2018.

## 3. Accessing The Portal

1. The Portal is made available free of charge
2. We do not guarantee that the Portal, or any of its content, will always be available or be uninterrupted. Access to the Portal is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Portal without notice. We will not be liable to you if, for any reason, the Portal is unavailable at any time or for any period
3. You are responsible for making all arrangements necessary for you to have access to the Portal
4. You are also responsible for ensuring that all persons who access the Portal through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them
5. Where the Portal contains links to other websites and resources provided by third parties, for example to websites operated by scheme administrators such as Mercer or Aegon, these links are provided for your information only and we neither make any representations or warranties about nor accept any

liability for the content of any such websites (subject to Clause 8.3). We have no control over the contents of those websites or resources

#### **4. Your Account and Password**

1. Before being able to access the Portal, you will be asked to complete a registration process. Information you provide on the Portal must be complete and accurate. You must not impersonate any other person or entity or use a false name or a name that you are not authorised to use. The information that you submit will be dealt with in accordance with our Privacy Policy
2. To log into the Portal, you will need to input your account and password details. You are responsible for keeping those details confidential. If you have concerns about your account details or password, know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at **contact@firstbuspensionschemetrustee.co.uk**

#### **5. Intellectual Property Rights**

1. We are the owner or the licensee of all intellectual property rights in the Portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved
2. You may print off one copy, and may download extracts, of any page(s) from the Portal for your personal use and if you are a business user you may draw the attention of others within your organisation to content posted on the Portal
3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text
4. Our status (and that of any identified contributors) as the authors of the content on the Portal must always be acknowledged
5. You must not use any part of the content on the Portal for commercial purposes without obtaining a licence to do so from us or our licensors
6. If you print off, copy or download any part of the Portal in breach of these Terms of Use, your right to use the Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made

#### **6. Malware**

1. We do not guarantee or represent that the Portal will be secure or free from bugs, viruses or malware of any kind
2. You are responsible for configuring your information technology, computer programs and platform in order to access the Portal. You should use your own virus protection software
3. You must not misuse the Portal by knowingly introducing malware of any kind, viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Portal, the server on which the Portal is stored or

any server, computer or database connected to the Portal. You must not attack the Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 or, if you are not accessing the Portal from within the UK, the comparable legislation in the relevant jurisdiction. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them to the extent permitted by law. In the event of such a breach, your right to use the Portal will cease immediately

## 7. Linking to the Portal

1. You may link to the home page of the Portal, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it to content posted on the Portal
2. You must not establish a link to the Portal in such a way as to suggest any form of association, approval or endorsement on our part where none exists to content posted on the Portal
3. The Portal must not be framed on any other site, nor may you create a link to any part of the Portal other than the home page
4. We reserve the right to withdraw linking permission without notice
5. If you wish to make any use of the content on the Portal other than that set out above, please contact us at **contact@firstbuspensionschemetrustee.co.uk**

## Liability

6. We have taken every care in the preparation of the content on the Portal. If we become aware of any inaccuracies in the content on the Portal, we will attempt to correct this as soon as we reasonably can
7. We will not be liable to you or any other person for any loss or damage which may arise from your use or misuse of the Portal, including without limitation:
  1. loss of business; loss of revenue; loss of profits; loss of anticipated savings; wasted expenditure, loss of privacy and/or loss of data
  2. additional and/or unexpected expenditure and/or costs (including without limitation legal costs)
  3. loss or damage, which arises from your misuse of the Portal or any of the information or materials made available to you via the Portal; and/or
  4. consequential loss or any other loss or damage of any kind which does not result directly from our actions or the actions of our associate companies, agents and other suppliers
8. Nothing in these Terms of Use excludes or limits our liability in case of fraud, fraudulent misrepresentation or gross negligence, for death or personal injury arising from our negligence, or any other liability that cannot be excluded or limited by English law

## **8. No Reliance on Information**

1. The content of the Portal is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Portal.
2. Although we make reasonable efforts to update the information on the Portal, we make no representations, warranties or guarantees, whether express or implied, that the content of the Portal is accurate, complete or up-to-date

## **9. Variations**

1. We may revise these Terms of Use at any time by amending this page. You should check this page from time to time to take notice of any changes we make
2. We may revise these Terms of Use if (but not limited to):
  1. there is a change in law
  2. we are required to change them by a national court or regulator
  3. we change the way in which you access the Portal
  4. we change the services we offer on the Portal; and
  5. if there are any changes to the functionality of the Portal

## **10. Severability**

1. If any provision within these Terms of Use is held to be invalid or in any way unenforceable, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law

## **11. Laws and Jurisdiction**

1. The Terms of Use are governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales

## **12. Changes to Our Terms of Use**

1. Any changes we make to our Terms of Use in future will be posted on this page. These Terms of Use were last updated on 6 June 2024