



Terms of Service

1 Background

These Terms and Conditions together with our Privacy Statement govern our relationship with our customers in respect to the use of this Website and associated iPhone and Android applications (the **Website**). Please read these Terms and Conditions and our Privacy Policy carefully as once you use the Valuing Care Financial Management Ltd (VCFM) Website you will be deemed to have read and accepted these Terms and Conditions and the Privacy Policy.

If you do not agree with these Terms and Conditions you must not use this Website and no entitlement is given to accessing the associated applications and software.

2 About Us

Valuingcarefm.com is a Website designed to help individuals and organisations make more informed decisions when purchasing care services. Through the supply of a range of financial commissioning, negotiation and information services, VCFM aims to bring purchasing transparency and the identification of value for money care cost provision.

Valuing Care Financial Management Ltd is registered in England and Wales (Company no. 06620232). The registered office is Suite 4, The Hub, 3, Drove Road, Newhaven, East Sussex. BN9 0AD

3 The Services offered on this Site

This Website is intended for use by any individuals and organisations seeking further information regarding social care costs or access to professional care cost advisers and associated businesses.

VCFM continually reviews care prices to benchmark them against its national database of cost averages to determine if the prices you are quoted, or are currently paying, represent value for money.

Any information used from the Website should be considered as 'for information only'. Nothing in these pages can be deemed to constitute advice – financial, investment, legal or professional. If you are in any doubt about the suitability of an issue then you should seek advice from a suitably qualified adviser.

Some of the services offered by VCFM may include the opportunity for you to seek advice and support from a care cost negotiator should you wish to do so.

The Website contains a Privacy Policy which is hereby inferred into these terms and conditions.



Terms of Service

4 Copyright and trade marks

Unless otherwise stated, all intellectual, industrial and/or proprietary rights in any information which appears on this Website (including the screen displays, the content, the text, graphics and look and feel of the site) belong to VCFM.

Unless specifically prohibited by a notice published on any page of the Website, you may print a copy of the pages for your own personal, non-commercial, use provided that the source of our material is acknowledged in all copies and provides clear notice that VCFM is the copyright owner.

Except as set out above, you agree not to download, copy, reproduce, modify, store, archive, show in public, redistribute, transmit or commercially exploit in any way any part of the content without prior written permission. This prohibition includes using the information contained therein to provide services to third parties. You agree not to use any material from this site for any illegal or improper purpose.

Further, you agree not to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

Information downloaded from this Website is subject to change and documents should be validated on a regular basis to ensure they are the current and correct versions placed in circulation by VCFM.

5 No Warranty

VCFM does not warrant that the Customer's use of the Website will be uninterrupted or error-free, or that the information obtained by the Customer through the software will meet the Customer's requirements.

VCFM is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities and the Customer acknowledges that the Website may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

VCFM provides the applications "As Is And With All Faults", and hereby disclaim all other warranties and conditions, whether express, implied or statutory. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Software.



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6 Third party services

This Website may contain material produced by third parties and links to other websites. These links and material are provided for general information purposes only and the sites concerned are not endorsed or promoted by VCFM in any way.

VCFM makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, service or any transactions completed, and any contract entered into by you and any such third party.

VCFM recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

7 Information Submitted By The Customer

The Customer may provide VCFM with information, or a request for services, relating to the cost of care provision. During the course of its use of the Website, the Customer shall not access, store, distribute or transmit any viruses or any material that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- causes damage or injury to any person or property;

8 Liability

This Website is intended for use by any individuals and organisations seeking further information regarding care costs and potential access to care cost professional advisers and associated businesses.

Any information used should be considered as for 'information only'. The information contained within this Website does not constitute financial, professional or investment advice. Neither the information nor any opinion expressed on this site is an offer or recommendation to acquire or dispose of any investment or engage in any other transaction.

Some of the services offered by VCFM may include the opportunity for you to receive advice from a care cost negotiator, should you wish to do so.



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The Customer assumes sole responsibility for results obtained from the use of the Website and information contained therein and for conclusions drawn from such use. Whilst we have taken every reasonable care in the preparation of the content of this Website, we do not accept any liability by any error or omission.

VCFM does not accept any liability for any errors in data transmission, machine, computer virus, software or operating error or any other cause. Nor do we make any representations as to the availability, suitability, reliability or otherwise of this Website.

Further, VCFM does not accept any liability for any loss or damage whatsoever arising out of your use of this Website or in relation to any materials on third party Websites that are not under our direct control.

9 Site Availability

VCFM shall use commercially reasonable endeavours to make the Website available 24 hours a day, seven days a week, except for:

- planned maintenance carried out outside normal business hours; and
- unscheduled maintenance performed at any time

However, to the extent permitted by applicable law, we do not warrant that this Website will be available at any time.

VCFM will, as part of the provision of this Website, provide the Customer with a standard customer support service during normal business hours. These services may be amended at its sole and absolute discretion from time to time.

10 Complaints

If you wish to complain about any aspect of the service you have received from VCFM or the content of the Website, you can contact us at:

Complaints Team
VCFM
Suite 4 The Hub
3, Drove Road
Newhaven
East Sussex
BN9 0AD



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11 Severability

If any part of these Terms and Conditions are, at any time, found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of these Terms and Conditions.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of these Terms and Conditions.

12 Law

These Terms and Conditions shall be governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction in any dispute or claim that arises out of, or in connection with, those Terms and Conditions.