

## GUIIDE DB USER TERMS AND CONDITIONS

These are the Terms and Conditions of Bespoke Retirements Ltd, trading as “Guiide”, a company registered in Scotland under company number SC463898, with registered office at 113 Milngavie Road, Bearsden, Glasgow, East Dunbartonshire G61 2QJ (the “**Company**”, “**we**” or “**us**”).

These Terms and Conditions apply to individuals (“**you**”) that use a unique login code (the “**Code**”) provided to you by your scheme administrator to access the “Guiide DB” website and service (the “**Service**”).

Acceptance of these Terms and Conditions creates a legally binding contract between you and the Company. You and the Company are, together, the “parties” to these Terms and Conditions.

These Terms and Conditions were last updated in April 2021. The Company may update these Terms and Conditions. Please check back regularly as any such updates will apply to your use of the Service.

### 1. The Service

- 1.1. The Company makes the Service available to you, where you are a member of a pension scheme, have requested a transfer from this pension scheme and are provided with a Code by your pension scheme administrator.
- 1.2. The purpose of the Service is to educate you on the advice process, the risks to be considered in taking a transfer, whom the FCA believe a transfer may be unsuitable for and to signpost you to suitable specialist advisers.
- 1.3. In addition to the education process, when you use the Service, you will be asked a series of questions for the sole purpose of calculating whether you may, or may not be able to achieve your desired income from the pension scheme benefits and other benefits you may have.
- 1.4. It does not consider if you can use the transfer value and other benefits you may have to provide this income.
- 1.5. The Service will then list publicly available information which detail some of the risks inherent in using a transfer value compared to the guaranteed scheme benefits.
- 1.6. All information collected by the Service is on an anonymous basis, using your specific login details, provided to you by the scheme administrator on behalf

of the trustee of your pension scheme (the “**Trustee**”). Please see our privacy policy, available on our website, for more information on the personal data that we do process on your behalf.

- 1.7. Once you have completed the journey through the Service, the Service will signpost you to some or all of the following options:
  - 1.7.1. a link to unbiased.co.uk where you can seek advice and The Money Advice Service, where you can receive further guidance and a link with a whole of market retirement adviser, who does not advise on defined benefit pensions, but can provide general retirement advice, or;
  - 1.7.2. a link to unbiased.co.uk where you can seek advice and The Money Advice Service, where you can receive further guidance; and signposting to a panel of up to three qualified and authorised advisers who can advise on defined benefit pensions if any of these entities which to engage further with you to provide this advice.
- 1.8. It is your decision which, if any, option you choose to pursue. If you wish to seek further advice from the panel shown or via unbiased.com, this is based on your own judgment, considering your own circumstances.
- 1.9. Please note that you are free to seek advice from elsewhere, outside the scope of our Service or outside of unbiased.com if you wish to do so.
- 1.10. Information on our panel of advisers is provided simply to assist you; you may choose to engage with any other adviser as you see fit.
- 1.11. The Service is free for you to use. If you choose to engage directly with an adviser on our panel or elsewhere, that adviser will charge a fee for their services.
- 1.12. Many advisers including all of those on our panel provide abridged advice which is either free or considerably less expensive than full advice. After providing abridged advice, these advisers will indicate to you if full advice is appropriate in your circumstances.
- 1.13. The Company has terms and conditions in place with the Trustee to provide you with access to the Service. Where the Trustee terminates this contract with the Company, the Company will continue to support you through your use of the Service for a period of three months after the Trustee has terminated the contract.

## **2. Responsibilities**

- 2.1. The Service is provided to you for guidance and education purposes only. We are not responsible for the content of the advice provided to you by any adviser you choose to engage with, including any advisers on our panel within our Service.

- 2.2. If you decide to engage with an adviser from our Service, please note that the contractual relationship is directly between you and the adviser. We are not a party to this relationship.
- 2.3. We are not responsible for any advice provided by an adviser from our Service, or the consequences of you acting on that advice.
- 2.4. We encourage you to confirm with any adviser including those on our panel, the fee payable for their services based solely on the size of the transfer value of the pension scheme you are looking for advice on.
- 2.5. You may instruct any adviser, including those on our panel to provide additional or ongoing advice to you. In that case again any additional or ongoing contractual relationship is directly between you and the adviser. We are not a party to this relationship.
- 2.6. If you believe you have been given poor financial advice from one of our advisers, you may make a complaint to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service here:  
<https://www.financial-ombudsman.org.uk/contact-us>
- 2.7. It is our intention to provide an anonymous feedback service to Members via the advisers on our panel which you can provide feedback on the advice provided to us if you wish to.

### **3. Regulatory responsibility**

- 3.1. The Financial Conduct Authority in the UK (the “FCA”) regulates pension advisers in the UK. We, in conjunction with our independent compliance consultants, are responsible for ensuring that the advisers we direct you to continue to be appropriately authorised by the FCA, have the necessary permissions to provide the advice needed and have the necessary PI insurance in place.
- 3.2. If any of the above is removed or materially altered, we confirm that as soon as the information is known to the Company we will remove the adviser from our panel and inform all trustees using the Service of this removal as soon as can be reasonably undertaken.

### **4. Use of the Service**

- 4.1. You have permission for temporary use of the Service, but we can withdraw or change our Service at any time without telling you and without being legally responsible to you.
- 4.2. You must treat all identification codes and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your code).

- 4.3. You must not allow any third party to use your login details for the Service. We bear no responsibility to any third party using a code not intended for their use.
- 4.4. Only use the Service as permitted by law and these terms. If you breach this clause, we may suspend your usage, or stop it completely.
- 4.5. No material on the Service is intended to contain advice on whether or not to transfer your defined benefits.
- 4.6. You should not rely on any calculations undertaken within it. We exclude all legal responsibility and costs for reliance placed on the Service.
- 4.7. By using the Service, you confirm that the information you provide within it is as accurate as possible. We bear no responsibility for any inaccurate information entered or provided to you by the scheme administrator or any other party.
- 4.8. You are prohibited from posting or transmitting to or from the Service any material:
  - 4.8.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
  - 4.8.2. for which you have not obtained all necessary licences and/or approvals;
  - 4.8.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in the UK or any other country in the world; or
  - 4.8.4. which is harmful in a technical sense (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.9. You may not misuse the Service (including, without limitation, by hacking it).
- 4.10. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of this section.

## **5. Our Legal Responsibility to You**

- 5.1. We do not guarantee the accuracy of material on the Service. As far as legally possible, we exclude legal responsibility for the following:
  - 5.1.1. any loss to you arising from use of our website; and

- 5.1.2. loss of income, profit, business, data, contracts, goodwill or savings.
- 5.2. We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes.
- 5.3. We do not exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

## **6. Intellectual Property Rights**

- 6.1. The Company is the owner or licensee of all intellectual property rights in the website (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.
- 6.2. You acknowledge that you are prohibited from copying, disassembling, reverse decompiling or saving the same, in any manner or any form whatsoever, by any means whether electronic, manual, mechanical, digital, optical, photographic or otherwise any of our intellectual property to pass off as your own for the purpose of redistribution, dealing or reselling of the products or services.
- 6.3. If you breach these terms, you lose your right to use the Service, and must destroy or return any copies of our digital content or products you have made.

## **7. Uploading to our Website**

- 7.1. Material that you upload will be regarded as non-confidential and not owned. By using the Service you agree that we can provide an anonymous record under the code entered of all information entered within the Service to the trustee of your pension scheme should this be requested.
- 7.2. You also agree that should you take advice from any adviser on our panel, we can provide this information solely to this adviser if requested by the adviser.
- 7.3. We won't be legally responsible to anybody for the accuracy of material that you upload to the website, and we can remove it at any time.

## **8. Computer Offences**

- 8.1. If you do anything which is a criminal offence under the Computer Misuse Act 1990, your right to use our website will end straightaway. We will report you to the relevant authorities and provide them with the code used.
- 8.2. Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.
- 8.3. You must not try to get access to our website or server or any connected database or make any 'attack' on the website. We won't be legally responsible

to you for any damage from viruses or other harmful material that you pick up via our website.

**9. Links From Our Website**

Links from our website to other websites are for information only. We don't control them and don't accept responsibility for other websites, or any materials found upon them or any loss you suffer from using them.

**10. Variation**

We change these terms from time to time and you must check them for changes because they are binding on you.

**11. Third party rights**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**12. Applicable Law**

These terms and any non-contractual obligations arising hereunder, shall be governed by and interpreted according to the laws of Scotland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Scottish courts.

**13. Contact Us**

Please email us at [contact@guiide.co.uk](mailto:contact@guiide.co.uk) to contact us about any issues.