

Site Usage Terms and Conditions

1. General

1.1 The website www.castlecreditfinance.com ("the Site") is a site operated by Castle Credit Finance Limited ("We" or "Castle"). We are registered in England and Wales under company number 2974535 and have our registered office at The Stable Block, The Firs, High Street, Whitchurch, Aylesbury, Buckinghamshire, HP22 4JU. We are a limited company. We may amend these Terms at any time without prior notice. You are expected to check these Terms from time to time and your continued use of the Site will mean that you accept any amendments to the Terms.

1.2 We take protection of your privacy seriously and process information about you in accordance with our Privacy Policy. By using the Site you confirm you have read our Privacy Policy and that you consent to such processing.

1.3 If you believe any material on the Site is inaccurate or intellectual property belonging to you or a third party has been improperly posted on the Site, please let us know by [Contacting Us](#)

2. About the Site

2.1 The Site is a medium for providing information and access to products and services of third parties related to cars including new and used car loans.

2.2 Any loan or other product or service which you obtain via the Site will be subject to the terms and conditions of the relevant product provider. Before proceeding with any loan or other product or service with the product provider, you should read its terms and conditions carefully and, where appropriate, take independent advice.

2.3 You agree not to bring any claim against us arising from your application for or use of any loan or other third party product or service via the Site and, as Castle will not be a party to any contract or arrangement under which you obtain any loan or other product or service from a third party directly or indirectly through the Site, your sole recourse in respect of any performance, non-performance or delay in performance of the contract or arrangement by that third party will be against that third party and subject to condition 9.4 all liability of Castle, its officers, employees, agents and sub-contractors (howsoever arising) is excluded to the fullest extent permitted by law.

3. Application

3.1 In order to apply for any loan or other product or service via the Site you must be at least 18 years of age and a UK resident.

3.2 You must ensure that the details provided by you in your application or at any time thereafter are correct and complete and inform us immediately if there are any changes to those details.

4. Links and third party material

4.1 Parts of the Site may contain material provided by third party product or service providers, advertisers or sponsoring organisations. Third party product and service providers, advertisers and sponsors are responsible for ensuring that all material submitted for inclusion on the Site complies with all relevant laws and codes. We will not be responsible if any such material is untrue, inaccurate, incomplete and/or contains errors and we disclaim all liability and responsibility arising from any reliance you place on such material.

4.2 Any material on the Site may be out of date at any given time and, whilst we endeavour to keep material up to date, we are under no obligation to do so. Material on the Site may be subject to change at any time.

4.3 The Site contains links to other websites. When you activate any of these links, you will leave the Site and we accept no responsibility for the availability or content of any linked websites or for any loss or damage that may arise from your use of them. The links are provided for your convenience and any such link does not imply endorsement by us of a website or any association with the operators of a website.

4.4 You may hyperlink to the Site provided it does not imply or claim an association with Castle or any approval or endorsement on our part where none exists and that any link to the Site is removed immediately on the cancellation of your registration.

5. Intellectual property rights

5.1 All intellectual property rights in the Site and its content (including copyright and database rights and (whether registered or unregistered) trade marks, trade names and designs, are owned or licensed by Castle. You are permitted to print or download extracts from material on the Site for your personal use only provided you keep intact all or any copyright and proprietary notices. None of this material may be used for any commercial or public use.

5.2 No part of the Site or any material appearing on the Site may be modified, copied, distributed, reproduced, stored in or transmitted on any other website for commercial purposes without prior written permission of Castle and payment of any specified fee.

5.3 No licence is granted to you in these Terms to use any trade mark of Castle.

6. Disclaimer and Exclusions of liability

6.1 We do not guarantee that any loans or other products or services offered to you through the Site will meet your requirements. In connection with loans, our aim is to find you a competitive loan from a lender on our panel of lenders based on your application and relevant circumstances. We do not guarantee that any loan which is offered to you is at the cheapest rate and/or on the most favorable terms which are available in the market.

6.2 We do not warrant that your access to the Site will be uninterrupted, unrestricted, timely, secure and error-free (and we may suspend, restrict or terminate your access to the Site at any time), or that the Site and the server are free of computer viruses or other harmful applications. If a fault occurs in the service you should report it to us and we will attempt to correct the fault as soon as we reasonably can.

6.3 To the fullest extent allowed by applicable law but subject to conditions 6.4 and 6.5 Castle hereby expressly excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and which are not expressly set out in these Terms and the Site is provided "as is".

6.4 Where you are obtaining any loan or other product or service from a third party through the Site, the following provisions will apply subject in each case to clause 6.5:

6.4.1 Castle does not accept any liability for either:

(a) any loss of income or revenue, loss of business or loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time however arising and whether caused by tort (including, without limitation, negligence), breach of contract or otherwise even if foreseeable; or

(b) any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including, without limitation, negligence), breach of contract or otherwise, even if foreseeable.

6.4.2 the maximum liability of Castle to you however arising in connection with that service (including, without limitation, in negligence) will not exceed the aggregate fees which we have received from you for that service.

6.5 Nothing in these Terms shall exclude the liability of Castle for personal injury or death caused by its negligence, or its liability for fraudulent misrepresentation or fraud or for any other liability which cannot be excluded or limited under applicable law.

6.6 You agree to indemnify and keep indemnified Castle from and against all losses, liabilities, costs (including legal costs) and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements or sums paid by us as a result of any settlement agreed by us arising out of or in connection with:

6.6.1 any breach by you of any of these Terms; or

6.6.2 any contract or arrangement between you and a third party which is formed directly or indirectly through use of the Site.

6.7 Reference to Castle in this condition 6 includes its officers, employees, agents and sub-contractors.

6.8 We do not represent that the Site or the material on the Site is appropriate or available for use outside the United Kingdom. If you choose to access the Site from any location outside the United Kingdom, you do so at your own risk and it is your responsibility to ensure compliance with all foreign and local laws and requirements.

7. Miscellaneous

7.1 If any provision in these Terms is found by any court or other body of competent jurisdiction to be wholly or partly invalid or unenforceable then that provision or part will be severed from these Terms and the remaining provisions will continue in full force and effect.

7.2 If you breach these Terms and we fail to act or delay in acting in respect of such breach we will not waive our right to act in respect of any subsequent or similar breach.

7.3 We will not be responsible for any breach of these Terms or otherwise for any delay or failure in processing your application for any loan or other product or service where such breach, delay or failure is attributable to you and/or any third party or is otherwise caused by circumstances beyond our control.

7.4 Any agreement between us is made for the benefit of you and Castle and, except for condition 6, is not intended to benefit, or be enforceable, by anyone else.

7.5 These Terms shall be governed by and construed in accordance with the laws of England and each of you and Castle irrevocably submits to the exclusive jurisdiction of the English courts in relation to all disputes arising out of or in connection with these Terms.

7.6. Headings in these Terms are for convenience only and will not affect the interpretation of these Terms.