

Booming Lives (previously known as OpenRetirementClub)

a division of Owen Pensions Limited, a company incorporated in England and Wales....

Terms & Conditions

These Terms & Conditions cover your use of:

- (i) our websites www.boominglives.co.uk or www.OpenRetirementClub.co.uk, together known as the Booming Lives websites.
- (ii) any seminar or event you attend organised by Booming Lives
- (iii) any content published on our websites;
- (iv) any online tools provided on our websites; and
- (iv) the Booming Lives forums.

Please read these Terms and Conditions carefully before you subscribe to Booming Lives. By subscribing to Booming Lives, you accept these terms.

1. Membership Restrictions and Philosophy

1.1 Membership of Booming Lives is intended only for use by residents of the United Kingdom (excluding the Isle of Man and Channel Islands) who are aged 18 years and above. We do not accept liability for any costs, losses or damages resulting from or related to the use of Booming Lives by anyone living outside the United Kingdom.

1.2 The purpose of Booming Lives is to provide you with knowledge and understanding of pension and retirement income issues to enable you to make better decisions at and beyond retirement.

2. Advice

Nothing in or on Booming Lives constitutes regulated financial or other professional advice in any way. Booming Lives recommends that you should consult a regulated financial adviser or other professional adviser if you require any financial or other professional advice.

3. Registration and Subscription

3.1 You must be registered as a Member to be entitled to attend events.

3.2 The information you register must be accurate and up to date.

3.3 We may reject your application without giving a reason.

3.4 You may either apply as an Ordinary Member or as a Professional Networking Member. Ordinary Membership is not normally available to people or organizations that sell financial services and products.

3.5 We charge a Subscription Fee for continuing Professional Networking Membership of Booming Lives. There is no fee for Ordinary membership.

3.6 Subscription Fees can be waived at our discretion.

3.7 You may also be required to pay a one-off Joining Fee.

4. Cancellation of Membership

4.1 You may cancel your subscription at any time by informing us of your request by email.

4.2 Any Subscription Fee already paid is non-refundable.

4.3 We may terminate your right to use Booming Lives:

(a) by giving you immediate notice if you commit a material breach of these terms and fail to correct the breach within 30 days of being asked by us to do so; or

(b) by giving you as much advance notice as possible in the event that we have to withdraw Booming Lives for legal, regulatory or other reasons. In these circumstances Booming Lives will refund in full any partial and full months' unused subscriptions to you.

4.4 The notices that either we or you are required to serve on each other under this section must be served by email. Any email will be deemed to be delivered on the day it was sent provided the sender does not receive a non-delivery message.

5. Password and Website Access

5.1 From time to time, you may be able to select a password when you register.

5.2 You should not share your password with anyone else.

5.3 If you believe that someone else knows your password or is using your password to access Booming Lives without permission, you must ensure that your password is immediately changed.

5.4 You must log out of Booming Lives and close your web browser when you have finished using Booming Lives. If you do not do this, information about

you may appear on the screen of the computer when it is next used and we cannot be held responsible for anyone else having access to this information.

5.5 If you fail to take these steps, we will not be responsible for any loss you suffer as a result.

5.6 We do not guarantee that the Booming Lives website will always be available or that access will be protected by a password. The website may be temporarily unavailable or restricted for routine maintenance or other reasons.

5.7 We may for security reasons restrict or remove your access to the Booming Lives website if:

(a) the incorrect password is keyed in on three successive logon attempts;

(b) you or we suspect that an unauthorised person is attempting to access Booming Lives using your password;

(c) for valid operational or security reasons, you or we believe it is necessary and appropriate to do so;

(d) you do not pay a Subscription Fee where this is required;

(e) you use Booming Lives for any commercial purpose or for any other use which is not personal use (for example, to advertise services that you could offer); or

(f) you fail to comply with the rules set out in the [Acceptable Use Policy](#).

6. Your use of the Forums

6.1 We do not control the messages or material posted on the Booming Lives website forums by users ("Posts"). We reserve the right to delete, move or edit any Posts.

6.2 You are solely responsible for any content you submit to the website. You must comply with any of our applicable [Acceptable Use Policy](#). If you fail to do so, we will terminate your access to the Booming Lives website.

6.3 By submitting any Posts to the Booming Lives website you agree to compensate us for all claims, costs and expenses (including legal expenses) arising out of any Posts submitted or published by you that are in breach of this section 6.

7. Your Information

We process information about you in accordance with our [Privacy Policy](#). By using Booming Lives, you consent to such processing and you warrant that all data you provide is accurate.

8. Electronic Messages

8.1 We will treat emails, direct debit authorisation forms and other electronic messages you send us as though they were documents sent to us by post.

You agree not to contest the validity or enforceability of an email, direct debit

authorisation form or electronic message you send us. You also agree not to use the absence of a printed or hand written document as reason not to comply with your obligations under these terms of use.

8.2 If you choose to send emails or electronic messages to us, you accept that there can be no guarantee that we will receive your email or electronic message, or that the content of the email or electronic message will remain private or unaltered during its transmission to us. We will accept no liability for any loss or damage you may suffer as a result of this.

8.3 We reserve the right to monitor the use and content of emails and electronic messages which are sent from and received by us for the purposes of ensuring compliance with our own email policy, and identifying and taking action against unlawful or improper use of, or attacks on, our systems.

8.4 Although we scan all emails and electronic messages for viruses, it is never possible to guarantee that our virus-scanning will be completely free of errors. Accordingly, we do not accept any responsibility for any damage caused by a virus or for any alteration made or caused by anyone else, after we have sent you an email or electronic message. We recommend that you employ reasonable virus detection and protection measures when accessing any emails or electronic messages from us.

9. Our Liability

9.1 We will take reasonable care to ensure that all the information on Booming Lives that we have provided is accurate, current and complies with relevant laws and regulations of the United Kingdom as at the date of issue.

9.2 We cannot accept any liability or responsibility for any information, opinion, recommendation or material displayed, uploaded or distributed through Booming Lives by you or by any other users. You acknowledge that you will be solely responsible for the consequences if you choose to rely on such information, opinion, recommendation or material.

9.3 Nothing in these terms of use shall limit or exclude our liability (if any) for;

- (a) a breach of any term implied by law as to our title to any goods or services we provide to you;
- (b) fraud or fraudulent misrepresentation;
- (c) personal injury or death resulting from our negligence; or
- (d) our breach of our statutory obligation to provide the services with reasonable skill and care.

9.4 Subject to section 9.3, our liability for losses you suffer as a result of us breaching these terms of use is strictly limited to any losses which are a foreseeable consequence of us breaching these terms of use. Losses are foreseeable where they could be contemplated by you and us at the time you accept these terms of use. We are not responsible for; (a) indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us; or (b) any losses which were not caused by our

breach of these terms of sale or any increased losses you suffer as a result of your own breach of these terms of use.

9.5 We do not guarantee the suitability of any downloads from Booming Lives and accept no liability for any problems with your computer that may arise as a result. You accept that you will be solely responsible for any consequences of downloading any material made available through Booming Lives. If you are not sure about the suitability of any such downloads for your computer, please seek specialist advice before downloading.

9.6 Booming Lives contains links to other sites and resources provided by third parties. These links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

10. Changes to these Terms and Conditions

10.1 We may revise these terms of use and introduce changes to our services at any time. Such changes may be caused by changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development.

10.2 Any changes to these Terms and Conditions will be notified to you via the website. If you continue to use Booming Lives after changes have been made, and provided we have told you about those changes, that will mean you agree to be bound by the amended terms of use.

11. General

11.1 You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these terms of use or use of Booming Lives.

11.2 Nothing in these terms of use shall confer, or is intended to confer, on any person or corporation that is not party to these terms of use any benefit or the right to enforce any term of these terms of use.

11.3 The headings will not form part of these terms of use and will not affect their interpretation.

12. Contacting us

You can email us at info@BoomingLives.co.uk.

13. Governing Law

These Terms and Conditions are subject to the laws and courts of the United Kingdom.