

## **TERMS OF PORTAL USE**

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR PORTAL**

This website portal is operated by Severn Vale Housing Society Limited (SVHS), a registered society registered in England and Wales under registration number IP28557R whose registered office is at Shannon Way, Ashchurch, Tewksbury, Gloucestershire, GL20 8ND. SVHS is regulated by the Homes and Communities Agency (**HCA**) (registered number: L4171). VAT number **704 7218 52**.

These terms of use (together with the documents referred to in it) provides you with the legal terms on which you may make use of our customer self-service portal (**portal**) as a registered user. Use of our portal includes accessing, browsing, or registering to use the portal, including registering to create an account through the portal.

Please read these terms of use carefully before you start to use our portal, as these will apply to your use of our portal. We recommend that you print a copy of this document for future reference.

By using our 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 our portal.

### **OTHER APPLICABLE TERMS**

Our [Privacy Policy](#) sets out the terms on which we process any **personal data** (as defined by the Data Protection Act 1998) we collect from you, or that you provide to us via the portal. By using our portal, you consent to such processing and you warrant that all personal data and other data provided by you are accurate.

### **CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **CHANGES TO OUR PORTAL**

We may modify, update or discontinue the portal from time to time without liability and may change the content at any time. 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 on it, will be free from errors or omissions.

### **OUR PORTAL**

You can use our portal to access our services at your convenience including (but exclusively):

- To view and amend the personal details that we have stored about you;

- To view accounts and account transactions;
- To print accounts statements;
- To make payments (via a third party company);
- To request and track repairs; and
- To give us feedback on our services or bring an issue to our attention.

Please be aware that when you use our portal to update your personal details or request services, a member of the SVHS team will need to action your request. If you choose to close a service request that you have raised on our portal, SVHS will not be held liable for any delay or failure to provide the service that this may cause.

## **YOUR ACCOUNT AND PASSWORD**

Access to and use of our portal is restricted to authorised tenants, shared owners and leaseholders only. Unauthorised individuals attempting to access our portal may be subject to prosecution.

You will be required to provide your email address and tenant number (if applicable) in order to register for an account. We also require you to choose a password and memorable word in order to log in to our portal. Where you receive any user identification code or passwords or are asked to provide such information (as the case may be) as part of our portal security procedures you must treat such information as confidential. You must not release such information to any third party without our written permission. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [housing.admin@svhs.org.uk](mailto:housing.admin@svhs.org.uk)

We reserve the right to refuse any application to open an account and/or to suspend and/or terminate any account at any time at our sole discretion and without providing you with reasons for our decision if it transpires that any information you may have provided to us is untrue, inaccurate, incomplete, out of date, or otherwise misleading, or if you fail to provide us with any information which we may reasonably request from you in order to verify any details which you may have provided to us. We also have the right to disable any user identification code, password or other security information (whether chosen by you or allocated by us) at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use and the other applicable terms. You are responsible for logging out of the portal when you are not using it. This will help us to keep your personal details secure.

You warrant that any information which you or anyone acting on your behalf provides on the portal shall be accurate and up-to-date.

You agree that you will be responsible for inputting or keeping safe any data or passwords or other information which you provide to the portal. SVHS excludes any liability for any loss which is caused

by the disclosure of data to any party in response to the provision of correct data or passwords unless it can be shown that we were negligent in so doing.

## **ACCESSING OUR PORTAL**

Our portal is made available free of charge.

We do not guarantee that our portal, or any content on it, will always be available or be uninterrupted. Access to our portal is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our portal without notice. We will not be liable to you if for any reason our portal is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our portal.

You are also responsible for ensuring that all persons who access our portal through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

Our portal is available to people residing in the United Kingdom. We do not represent that content available on or through our portal is appropriate or available in other locations. We may limit the availability of our portal or any service or product described on our portal to any person or geographic area at any time. If you choose to access our portal from outside the United Kingdom, you do so at your own risk.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our 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.

You may print off one copy, and may download extracts, of any page(s) from our portal for your personal use and you may draw the attention of others within your organisation to content posted on our portal.

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.

If you print off, copy or download any part of our portal in breach of these terms of use, your right to use our portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **USE OF INFORMATION**

By using our portal you hereby give us authority to use the information supplied to you for the purposes set out in our [Privacy Policy](#). We may need to pass on the information supplied by you on

our portal to relevant departments or subcontractors of SVHS more particularly detailed in our [Privacy Policy](#).

## **PROHIBITED USES**

You may only use our portal for lawful purposes. You may not use our portal in any way that breaches any applicable local, national or international law or regulation.

## **SUSPENSION AND TERMINATION**

We will determine, at our discretion, whether there has been a breach of these terms through your use of our portal. When a breach of these terms has occurred, we may take such action as we deem appropriate, including but not limited to) immediate, temporary or permanent withdrawal of your right to use our portal.

We exclude liability for actions taken in response to breaches of these terms.

## **NO RELIANCE ON INFORMATION**

The content on our portal is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our portal, we make no representations, warranties or guarantees, whether express or implied, that the content on our portal is accurate, complete or up-to-date.

## **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our portal or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our portal; or
- use of or reliance on any content displayed on our portal.

Please note that we only provide our portal for domestic and private use. You agree not to use our portal for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer

programs, data or other proprietary material due to your use of our portal or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our portal. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **VIRUSES**

We do not guarantee that our portal will be secure or free from bugs or viruses. You should use your own virus protection software.

You must not misuse our portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our portal, the server on which our portal is stored or any server, computer or database connected to our portal. You must not attack our 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. 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. In the event of such a breach, your right to use our portal will cease immediately.

## **LINKING TO OUR PORTAL**

Our portal must not be framed on any other site, nor may you create a link to any part of our portal other than the log in page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our portal other than that set out above, please contact [housing.admin@svhs.org.uk](mailto:housing.admin@svhs.org.uk)

## **THIRD PARTY LINKS AND RESOURCES IN OUR PORTAL**

Where our portal 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.

## **APPLICABLE LAW**

Please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

## **CONTACT US**

To contact us, please email [housing.admin@svhs.org.uk](mailto:housing.admin@svhs.org.uk)

Thank you for visiting our portal.