

# Employee Terms & Conditions



By participating in a Wider Wellbeing scheme, you signify your acceptance of the prevailing Terms and Conditions as displayed at [www.widerwellbeing.com](http://www.widerwellbeing.com).

## 1. Definitions and interpretation

1.1 The following terms are defined:

- a) "We", "us" and "our" means Wider Plan Ltd, a company registered in England with company registration number 5207145. Our registered address is 11 – 16 Chestnut Court, Jill Lane, Sambourne, B96 6EW.
- b) "Wider Wellbeing" is the brand name of the wellbeing service which we own and operate.
- c) "You" and "your" means the user who is entering into this agreement in order to access their employer's or affinity group's Wider Wellbeing scheme.

1.2 The headings to clauses are for convenience only and shall not affect the construction or interpretation of these terms.

1.3 Unless otherwise stated,

- a) The singular includes the plural and vice versa;
- b) The words "includes" and "including", and variations thereof, are each without limitation.

## 2. Using Wider Wellbeing

2.1 By setting up Wider Wellbeing your employer or affinity group has undertaken to make a wellbeing service available to you.

2.2 We shall bear no liability in respect of any loss arising to you as a result of:

- a) legislative change;
- b) the actions of your employer;
- c) any loss of or reduction in statutory benefits or employee benefits received by you as a result of using Wider Wellbeing;
- d) any tax charge arising in respect of Wider Wellbeing;
- e) you failing to heed warnings on the site including the overriding warning that none of the information on the site should be treated as financial, legal or health advice and that you should always seek advice in these areas from a qualified professional.

2.3 Your employer or affinity group will provide you with an access code to allow you to access to the Wider Wellbeing portal. You must take reasonable care to keep the access code secure.

# Employee Terms & Conditions



## 3. Use of the website

3.1 Your account should not be used by any other person except where this is specifically indicated on the site. You must not use the site for any business purposes or on behalf of any commercial entity.

3.2 Use of the website should be for lawful purposes only. The site must not be used to:

- a) Publish, promote, send or receive any material which could be deemed harmful, offensive or illegal
- b) Collect or distribute any personal data about other users
- c) Upload any files that could cause damage to the site or to another's computer
- d) Participate in any fraudulent activities
- e) Copy or exploit any aspect of Wider Wellbeing for any personal or commercial purpose.

3.3 You must not attempt to interfere with the workings of Wider Wellbeing in any way.

3.4 You must not attempt to bypass any security measures which we may use to restrict or prevent access to Wider Wellbeing.

3.5 You must not use any scraper, robot, spider or any other automated means to access Wider Wellbeing for any purpose.

3.6 All information and images on Wider Wellbeing are the property of Wider Plan Ltd or participating suppliers. You must not copy or alter any of the site content without permission.

## 4. Purchasing offers and products from suppliers

4.1 For your convenience, Wider Wellbeing contains links to supplier websites. It must be understood that supplier websites are not controlled by us and therefore we cannot be held responsible for their content or actions.

4.2 When using a supplier's website, you must be aware that any personal information you supply to them will be handled in line with their Privacy Policy, not ours. You should check that you agree with each supplier's Privacy Policy before giving them any of your personal details.

4.3 Suppliers may apply their own Terms and Conditions to the use of their websites or to their offers. You should read the terms on the supplier's website, as well as any terms which relate to the relevant offer, before purchasing the product or service, as your contract for the product or service will be between you and the supplier, not between you and us.

4.4 It is your responsibility to evaluate the supplier before purchasing from them. The information displayed on Wider Wellbeing in respect of any offer is provided in good faith for

# Employee Terms & Conditions



your convenience. The inclusion of any offer, product, service, link or other information on our site does not imply that we endorse or recommend it.

- 4.5 We are not responsible for any aspect of a supplier's service. If you are not satisfied with the product or service provided by a supplier, you will need to raise your complaint directly with the supplier. However, we will welcome your feedback about any supplier.

## 5. Payments and refunds

- 5.1 If you choose to purchase a product or service from a supplier, any matters relating to payments and refunds are to be agreed between you and the supplier.

## 6. Our rights

- 6.1 We reserve the right to modify Wider Wellbeing and to change or remove offers at any time and we are under no obligation to notify you of these changes.
- 6.2 We reserve the right to discontinue the service without notice if your employer or affinity group ceases to have access rights.

## 7. Our liability

- 7.1 Your use of Wider Wellbeing is entirely at your own risk.
- 7.2 We endeavour to ensure that the site is accurate and up-to-date and we regularly contact suppliers to confirm the validity of offers. However, suppliers may fail to notify us of changes and this may lead to information on the site being inaccurate. We will not be liable for any decision that you make based on offer details provided by us or by a supplier. If you become aware that any information on the site is inaccurate, we ask that you notify us and we will take appropriate action.
- 7.3 We shall bear no liability for any aspect of a supplier's service.
- 7.4 We will use all reasonable endeavours to ensure that Wider Wellbeing runs smoothly. However, we do not warrant that your use of this site will always be uninterrupted or error free.
- 7.5 We shall bear no liability for any computer or internet failures that you experience while using Wider Wellbeing.
- 7.6 While we take all reasonable precautions, we cannot guarantee that the site or its server is free of viruses and we will not be liable for any software damage or data loss resulting from your use of the site.

# Employee Terms & Conditions



- 7.7 If an offer is exceptionally popular and Wider Wellbeing experiences a high volume of internet traffic, you may experience a slower service or site failure. We will not be liable for any losses or missed opportunities arising from you being unable to take advantage of an offer.
- 7.8 We will not accept any responsibility for claims, demands, losses, costs, legal expenses, illness, injury, death, or liability of any kind whatsoever unless caused directly by us or by our negligence.

## 8. Data protection

- 8.1 Data protection terminology used in this agreement should be interpreted as having the same meaning as in the prevailing Data Protection Act and the General Data Protection Regulations.
- 8.2 Wider Plan is registered with the Information Commissioner's Office as a Data Controller.
- 8.3 These Terms and Conditions should be read in conjunction with our Privacy Policy, which is available online at [www.widerwellbeing.com](http://www.widerwellbeing.com) and which provides the details of how we lawfully, fairly and transparently process personal data in respect of Wider Wellbeing.

## 9. Changes to these Terms and Conditions

- 9.1 We reserve the right to amend these Terms and Conditions at any time. We will notify you of any significant change by email in the event that you are known by us to be an active user of Wider Wellbeing at the time of the amendment. Your continued use of the site will signify your agreement to the amended Terms and Conditions.

## 10. Sanctions and termination

- 10.1 We reserve the right to deny you access to the site without prior notification if we feel that there is a legitimate reason, including without limitation:
- your actual or suspected misuse of Wider Wellbeing, or
  - your actual or suspected violation of these terms, or
  - any actual or suspected breach of security, or
  - any actual or suspected criminal activity.
- 10.2 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone involved in suspected criminal activity.
- 10.3 If Wider Wellbeing has been made available to you by your employer or via an affinity group, you will cease to be eligible to use Wider Wellbeing if you cease to work for that

# Employee Terms & Conditions



employer or cease to be a member of the affinity group. However, transactions that commenced before eligibility ceased may be completed. You must notify us within 30 days if you cease to be eligible to use the site.

## 11. Complaints and feedback

11.1 We welcome all feedback and suggestions. Should you have wish to provide feedback or to raise a complaint, please contact us by phone on 0800 612 9015 or by email at [info@widerwellbeing.com](mailto:info@widerwellbeing.com). A copy of our complaints policy is available on request.

## 12. Force Majeure

12.1 Neither party shall be liable for any breach of these terms and conditions caused by circumstances beyond their reasonable control, including without limitation:

- a) Act of God, explosion, flood, tempest, lightning or extreme weather conditions;
- b) Fire or accident;
- c) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- d) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

## 13. Governing Law and Jurisdiction

13.1 These Terms and Conditions, including the Privacy Policy shall be governed and construed in accordance with English law, and the English courts shall have exclusive jurisdiction to determine the interpretation and application of these conditions if any disputes arise.

13.2 If the English courts find any provision of this agreement to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected.