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By using our site and service, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information about us

www.bluemarkconsultants.com is a site operated by **Bluemark Utility consultants Ltd** ("**We**"). We are registered in England and Wales under company number 6079751 and have our registered office at Jonsen House, 43 Commercial Road, Poole, Dorset, BH14 0HU. Our main trading address is Gild House, 64 – 68 Norwich Avenue West, Bournemouth, BH2 6AW .We are a limited company. Our VAT number is 904339828.

Services

This site is aimed at businesses operating in the United Kingdom (UK) for Business price comparison services between various energy and other service providers and overseeing the change of one provider to another (the "Services"). The site coupled with our service enables you to compare prices, and other information relating to the Suppliers and products and services offered by them).

The Services described on our site are aimed at businesses in the United Kingdom (UK). We can not guarantee that the site complies with local laws in other jurisdictions. You are responsible for compliance with laws in your own jurisdiction if outside the United Kingdom (UK).

The Services are provided to you free of charge. We receive a fee from our suppliers ("Suppliers") for introducing new customers and renewing existing client's contracts. This does not compromise our providing you with an impartial service.

You confirm that you will provide us with the relevant information such as (and not limited to) copies of relevant bills in order for us to carry out the relevant searches and where appropriate contact your existing suppliers MPAS and/or TRANSCO on your behalf. You agree to allow us to retain copies of this relevant information.

We will not be party to any agreements or arrangements you enter into with any Supplier. Any agreements or arrangements that you enter into with any Supplier will be subject to the terms and conditions of the relevant Supplier contract. We shall in no circumstances be liable for any loss, cost or damage incurred by you in respect of such agreements or arrangements. We will inform you of any applicable terms and conditions imposed by a Supplier, in relation to the supply of its Services, products and/or goods and you agree to abide by those terms and conditions.

You acknowledge that where relevant we may pass your details to Suppliers or potential Suppliers for the purpose of attracting offers to supply services from such Suppliers or potential Suppliers.

Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

You may only use our site for lawful purposes. You agree not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms of use and you shall not access, without authority, or interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site or any equipment or network or software owned or used by any third party. You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your Internet connection are aware of these terms, and that they comply fully with them.

Payment

Use of our site and services are free (unless specified prior to a specialised requirement). You shall be responsible for all payments due to Suppliers on the terms you agree with each Supplier and you agree that we shall have no responsibility for any payments to a Supplier on your behalf.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, 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 site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so. If you print, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on our site and our services are provided without any guarantees, conditions or warranties as to their accuracy, completeness, fitness for purpose or legality. You agree that sole responsibility for the accuracy, completeness, fitness for purpose or legality of information relating to Suppliers' information, goods or services shall rest with each Supplier and you. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This above does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents. In the event we choose to show information relating to Suppliers' services and/or the cost of such services, we will use all reasonable endeavours to ensure that such information is updated regularly.

Information about you and your visits to our site

We process information about you in accordance with our privacy policy and all applicable data protection laws in the UK. By using our site, you consent to such processing and you warrant that all data provided by you is accurate, complete and true to the best of your knowledge and that you will promptly notify us of any changes in such information held by us.

You warrant that all information provided on registration and during the course of this agreement is true to the best of your knowledge, complete and accurate and that you will promptly inform us of any changes to such information.

Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms or other material, which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our

site is stored on any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching the above 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 site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

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

If you wish to make any use of material on our site other than that set out above, please address your request to admin@bluemarkconsultants.com

Links from our site

Where our site 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.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These terms of use are governed by English law.

Trade marks

Bluemark consultants and the bluemark consultants logo's are trade marks of Bluemark Utility Consultants Ltd.

Variations

we may revise and change the terms of use of our website at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Data Protection

Bluemark Utility Consultants Ltd are Registered with the Information Commissioners Office Reg Number: Z9826301 and Comply fully with the Data protection Act 1998.

Your concerns

If you have any concerns about website content, please contact admin@bluemarkconsultants.com