

## **Website Terms of Use**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.racsgroup.com](http://www.racsgroup.com) (our “website”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our website. By using our website, 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, please refrain from using our website.

### **Information about us**

The website is operated by Recruitment and Contractor Services Limited (“We”). We are registered in England and Wales under company number 06073586 and have our registered office at RACS Group House, Three Horseshoes Walk, Warminster, Wiltshire, BA12 9BT. Our VAT number is 891 863869.

### **Accessing our website**

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

From time to time, we may restrict access to some parts of our website, or the entirety of the website to users who have registered with us.

If you choose or you are provided with a password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our website you must comply with the provisions relating to acceptable use of our website as set out below.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms and that they comply with them.

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

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our website 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 website for your personal use.

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 website must always be acknowledged.

You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

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

### **No reliance on information posted**

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking or refraining from, any action on the basis of the content on our site.

We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **Our website changes regularly**

We may revise these terms of use at any time by amending this page. We aim to update our website regularly and may change the content at any time. If the need arises, we may suspend access to our website or close it indefinitely. Please note that any of the material on our website may be out of date at any given time and we are under no obligation to update such material.

### **Our liability**

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

We will not be liable to any users 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 site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note in particular, we will not be liable for:

- loss of profits, sales, business or revenue;
- loss of anticipated savings;
- loss of goodwill or reputation; or
- any indirect or consequential loss or damage.

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

### **Information about you and your visits to our website**

We process information about you in accordance with our privacy policy. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

## **Uploading material to our website**

Whenever you make use of a feature that allows you to upload material to our website, or to make contact with other users of our website, you must comply with the standards set out in this policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any material or posting you make on any website if, in our opinion, such material does not comply with the standards set out in this policy.

## **Acceptable use of our website**

You may use our website only for lawful purposes.

You must not use our website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way; or
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

You must not misuse our website 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 website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 website 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 website or to your downloading of any material posted on them, or on any website linked to them.

## **Links from our website**

Where our website 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**

These terms of use are governed by English law. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

**Variations**

We may revise these terms of use 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 make, as they are binding on you.

**Your concerns**

If you have any concerns about material which appears on any of our website, please contact:  
[info@racsgroup.com](mailto:info@racsgroup.com)

Thank you for visiting our website.