



TERMS OF USE

This document (together with the documents referred to on it) tells you the terms of use on which you may make use of our website: <http://www.dms hr consulting.co.uk> ("site"). Please read these terms of use carefully before you start to use the site. By using our site, 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

<http://www.dms hr consulting.co.uk/> is a website operated by DMS HR Consulting Limited ("we", "us" or "our"). We are a limited liability company registered in England and Wales (company registration number 8005113) and our registered office is at Third Floor, 207 Regent Street, London W1B 3HH. We may also be contacted by email to info@dms hr consulting.co.uk or by telephone on 0845 607 7823.

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.

From time to time, we may restrict access to some parts of our site, or our entire site, to all or any users.

When using our site, you must comply with the provisions of acceptable use set out below.

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 with them.

Intellectual Property Rights

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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 from us or our licensors.

If you print off, 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.

Reliance on Information Posted

Information, 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.

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, withdraw all or any part of it 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 is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- (b) 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:
- 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
 - any other loss or damage of any kind, howsoever arising

whether such loss or damage is caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

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

Information about you and your visits to our site

We process information about you in accordance with our Privacy and Cookies Policy (see elsewhere on this site). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our site

Contracts for the supply of services or information formed through our site or as a result of visits made by you are governed by our terms of engagement and our standard terms and conditions of business that will be provided to you upon instructing us.

Uploading material to our site

Whenever you make use of a feature that allows you to upload material to our site, you must comply with the content standards set out in the acceptable use standards set out below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site 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 site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in the acceptable use standards set out below.

Viruses, Hacking and Other Offences

You must not misuse our site 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 site, the server on which our site is stored or 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 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 site will cease immediately.

You access our site and download material from it at your own risk. 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. The website from which you are linking must comply in all respects with the content standards set out in the acceptable use standards set out below.

If you wish to make any use of material on our site other than that set out above, please address your request to info@dmshrconsulting.co.uk.

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. If you decide to access any of the third party websites linked to our site, you do so entirely at your own risk.

Acceptable Use

You may use our site only for lawful purposes. You may not use our site:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which is inaccurate, unlawful, defamatory of any person, obscene, offensive, hateful or inflammatory.

We will determine, in our discretion, whether there has been a breach of these acceptable uses through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use constitutes a material breach of the terms of these Terms of Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use our site;
- (b) immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- (c) issue of a warning to you;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (e) further legal action against you;

- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Jurisdiction and Applicable Law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site 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.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Variations

We may revise these terms of use at any time by amending this document. You are expected to check this document 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.

Your Concerns

If you have any concerns about the terms set out in these Terms of Use or about material which appears on our site, please contact us on info@dmsrconsulting.co.uk.