



**PERSONNEL CHECKS**  
ONLINE CRIMINAL RECORD CHECKS

**01254 355 688**

# Terms of Website Use



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# Terms of Website Use



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## Terms of Website Use

This page (together with the documents referred to on it) explains the terms of use on which you may make use of our website, [www.personnelchecks.co.uk](http://www.personnelchecks.co.uk) ("our site"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our 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

[www.personnelchecks.co.uk](http://www.personnelchecks.co.uk) is a site operated by Cooke & Mellor Recruitment Limited t/as Cummins Mellor Recruitment ("we", "us" and "our"). We are a limited company registered in England and Wales under company number 3829149 and have our registered office at Milnshaw House, 161 Whalley Road, Accrington, BB5 1BX. Our VAT number is 732380450.

## Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend any 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 the entirety of our site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, 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 user identification code or 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 site, you must do so only for lawful purposes and you may not use our site:

- 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.

- to send, knowingly receive, upload, download, use or re-use any material that is defamatory of any person, is obscene, offensive, hateful or inflammatory, promotes sexually explicit material, promotes violence, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, infringes any copyright, database right or trade mark of any other person, is likely to deceive any person, is made in breach of any legal duty owed to a third party (such as a contractual duty or a duty of confidence), promotes any illegal activity, is threatening, abuses or invades another's privacy, or causes annoyance, inconvenience or needless anxiety, is likely to harass, upset, embarrass, alarm or annoy any other person, is used to impersonate any person, or to misrepresent your identity or affiliation with any person, gives the impression that they emanate from us, if this is not the case, and/or advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

When using our site, you agree (by such use):

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use.
- not to access without authority, 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 with them.

We will determine, at our discretion, whether there has been any breach of these terms through your use of our site and, when such a breach has occurred, we may (without liability) take such action(s) as we reasonably deem appropriate in the circumstances, including (without limitation) immediate, temporary or permanent suspension of your right to access or use our site, immediate, temporary or permanent removal of any information uploaded by you to our site, issuing a warning to you, taking 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, taking further legal action against you as we reasonably feel is necessary and/or the disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

### **Intellectual property rights**

We are the owner of all intellectual property rights in our site, and in the material published on it. Copyright laws and treaties around the world protect those works. 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 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.

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**

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 any such commentary or 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, or close our site 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 hereby expressly exclude:

- all conditions, warranties and other terms that 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
  - 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 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.

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

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

### **Transactions concluded through our site**

Contracts formed through our site or as a result of visits made by you to our site for the supply of our e-bulk CRB check service more particularly described on our site are governed by our online service agreement of supply of our Criminal Records Bureau Umbrella Body service for the administration of disclosure application forms.

## Viruses, hacking and other offences

You must not misuse any of our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server(s) 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.

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 [michelle@personnelchecks.co.uk](mailto:michelle@personnelchecks.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.

## Jurisdiction and applicable law

The English courts will have jurisdiction over any claim arising from, or related to, any visit to our site, although we retain the right to bring proceedings against you for any breach of these terms of use in your country of residence or any other relevant country. English law governs these terms of use.

www.personnelchecks.co.uk is a division of Cooke & Mellor Recruitment LTD t/as Cummins Mellor Recruitment.

## 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 made, as they are binding on you. Some of the provisions contained in these terms of use may be superseded by terms, provisions or notices published elsewhere on our site.

## Your concerns

If you have any concerns about material that appears on our site, please contact [crb@personnelchecks.co.uk](mailto:crb@personnelchecks.co.uk)

Thank you for visiting our site.