



*Delivering Unique & Imaginative Solutions™*

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## **Proactive Selection website - Terms of use**

### **Website Terms and Conditions**

This is the Proactive Selection website. Your use of this website is subject to the following terms and conditions, which you are deemed to accept each time you use the website:-

#### **Interruptions and Omissions in Service**

Whilst we try to ensure that the standard of this website remains high and to maintain the continuity of it, the internet is not an inherently stable medium, and errors, omissions, interruptions of service and delays may occur at any time. We do not accept any liability arising from any such errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate this website (or any particular part of it) or to provide the service offered on this website. We may vary the specification of this site from time to time without notice.

##### **1. Links to other Sites**

On this site you will be offered automatic links to other sites which we hope will be of interest to you. We do not accept any responsibility for or liability in respect of the content of those sites, the owners of which do not necessarily have any connection, commercial or otherwise, with us. Using automatic links to gain access to such sites is entirely at your own risk.

##### **2. Information on this Site**

Whilst we make every effort to ensure that the information on this site is accurate and complete, some of the information is supplied to us by third parties and we are not able to check the accuracy or completeness of that information. We do not accept any liability arising from any inaccuracy or omission in any of the information on this site or any liability in respect of information on this site supplied by you, any other site user or any other person.

##### **3. Your Use of this Site**

You may only use this Site for lawful purposes when seeking employment or help with your career or when recruiting staff. You must not under any circumstances seek to undermine the security of the Site or any information submitted to or available through it. In particular, but without limitation, you must not seek to access, alter or delete any information to which you do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of this Site or attempt to decipher, disassemble or modify any of the software, coding or information comprised in the Site. You are solely responsible for any information submitted by you to this site. You are responsible for ensuring that all information supplied by you is true, accurate, up-to-date and not misleading or likely to mislead or deceive and that it is not discriminatory, obscene, offensive, defamatory or otherwise illegal, unlawful or in breach of any applicable legislation, regulations, guidelines or codes of practice or the copyright, trade mark or other intellectual property rights of any person in any jurisdiction. You are also responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to this site. We reserve the right to remove any information supplied by you from the website at our sole discretion, at any time and for any reason without being required to give any explanation.

##### **4. Information Submitted by You**

We will use information supplied by you (including, without limitation, sensitive personal data) to aid the recruitment process and associated administrative functions. This involves us, amongst other things, processing and storing information (including, without limitation, sensitive personal data) and passing or making available online such information to prospective employers and clients; information about vacancies and placements will be passed to candidates and may be posted directly onto the website. We use third parties to help us process your information as part of the recruitment process. We may collect and aggregate data from the information supplied by you to help us to understand our users as a group so that we can provide you with a better service. We may also share aggregate information with selected third parties, without disclosing individual names or identifying information. You consent to us using information provided by you (including,

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without limitation, sensitive personal data) in each of these ways. We will process any data which you provide in completing the online registration or application forms and any further forms, assessments or personal details which you complete or provide to us when using this site in accordance with UK data protection legislation.

#### **5. Terms of Business**

Any transaction of any kind with Proactive Selection will be subject to our standard Terms of Business as they are applicable in the circumstances.

#### **6. Content Rights**

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#### **7. Security and Passwords**

In order to register with this site and to sign in when you visit the site, you may need to use a user name and password. You are solely responsible for the security and proper use of your password, which should be kept confidential at all times and not disclosed to any other person. You must notify us immediately if you believe that your password is known to someone else or if it may be used in an authorised way. We accept no liability for any unauthorised or improper use or disclosure of any password.

#### **8. Termination**

We may terminate your registration and/or deny you access to the site or any part of it (including any services, goods or information available on or through the site) at any time in our absolute discretion and without any explanation or notification.

#### **9. Liability**

We accept no liability for any loss (whether direct or indirect, for loss of business, revenue or profits, wasted expenditure, corruption or destruction of data or for any other indirect or consequential loss whatsoever) arising from your use of the site and we hereby exclude any such liability, whether in contract, tort (including for negligence) or otherwise. We hereby exclude all representations, warranties and conditions relating to this website and your use of it to the maximum extent permitted by law. You agree to indemnify us and keep us indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from use or misuse by you of this site. You must notify us immediately if anyone makes or threatens to make any claim against you relating to your use of this site.

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The use of this website and any agreements entered into through this website are to be governed by and construed in accordance with English law. The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of this website or any agreement made through this website. Some of the goods or services offered through this website may not be lawful or may otherwise not be permitted in certain countries outside the United Kingdom. If you attempt to order, receive, purchase or otherwise benefit from any such goods or services, we do not accept any liability for any losses suffered by you in using this website which you would not have suffered had you been accessing this website as a United Kingdom resident (including as a result of us being prevented from dealing with any application or enquiry by any law, regulation or other ruling applicable in any country).

#### **11. Changes to Terms and Conditions and Invalidity**

These website terms and conditions may be changed by us at any time. You will be deemed to accept the terms and conditions (as amended) when you next use this site following any amendment. If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.