



## Green Orchard Recruitment Ltd – Terms of Use

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We ask that you carefully read and agree to these terms of use set out before accessing and using the Green Orchard Recruitment Ltd portal site. If you do not wish to be bound to these terms of use we kindly request that you leave the site.

Welcome to the Green Orchard Recruitment Ltd portal (the "Site") owned and made available by Green Orchard Recruitment Ltd of 1 St Andrews Court, Cullompton, Devon, EX15 1HT (referred to in these Terms and Conditions as "we" and "us"). The Terms and Conditions form part of an agreement between you, the end-user, and ourselves and sets out the conditions under which you may access the information, products, services and advertisements (the "Material") available through the Site. By accessing, viewing or using the Material on the Site you have indicated to us that you both understand and agree to be bound by these Terms of Use.

### Terms and Conditions

There may be other Terms and Conditions within areas of the Site which relate to your use of such areas, such Terms and Conditions will, together with these Terms of Use, govern your use of the Site.

We reserve the right to change these Terms of Use and any other Terms and Conditions contained elsewhere on the Site at any time. It shall be your responsibility to check the Terms of Use / Terms and Conditions regularly to ensure that you agree to any such amendments. If you do not agree to any changes which we have made, you should stop accessing the Site immediately.

### Third Party Providers

A number of third-party providers have granted us permission to incorporate their work into our site.

### No Warranty

The Site is provided on an "as is" and "as available" basis and in particular we do not warrant that:

- the Site will continue to be available to you in either its current format or from its current domain name;
- the Site or any software available from the Site will be free from viruses or defects;
- the Material contained on the Site will be true, accurate or complete in all respects, except always to the extent otherwise set out in the Terms and Conditions / Terms of Use and to any warranties which would be implied by law (including without



limitation, warranties as to satisfactory quality and fitness for a particular purpose).

### Liability

Except for death or personal injury arising from our negligence, we shall not be liable for any direct, indirect or consequential loss or damage (including without prejudice to the foregoing generality, any lost business opportunities, loss of profit or goodwill) arising from or in any way connected with the Site, or your inability to use the Site.

### Downloadable Material

All our downloadable material is carefully checked for viruses before being uploaded onto the site, however we recommend that, as an extra precaution you run your own virus check on each document you download before saving it to your disk or hard drive.

### You Undertake

- not to use the Material for any unlawful purpose;
- that you shall not make any use of the Site so that the Site is interrupted, damaged, rendered less efficient, or the functionality of the Site is in any way impaired;
- not to use the Site for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety;
- not to use the Site in a manner which constitutes a violation or infringement of any person, firm or company (including but not limited to rights of copyright or confidentiality);
- that you shall not use the Site to transmit any material for the purposes of publicity, promotion and/or advertising without our prior written consent.
- that in the event that you may have any right, claim or action against any other user arising out of the use of the Site you shall pursue such right, claim or action independently of, and without recourse to, us.
- that you will indemnify and defend us against all claims, liability, damages, costs, and expenses, including legal fees, arising out of a breach of these Terms and Conditions or any use of the Material or the Site.
- We shall have the right to immediately suspend your access to the Site if you commit a breach of these Terms of Use.

### Copyright

All copyright and other intellectual property rights in the contents of the Web site (including the design of the Web site) belong to Green Orchard Recruitment Ltd and accordingly all rights are reserved.

No part of the Site can be reproduced on, transmitted to or stored on any other web site or



other form of electronic retrieval system, nor may any part of the site be accessed in such manner as to make it appear part of any third parties web site without our prior written consent.

### Links To Other Sites

The Web Site contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by the Company of the contents on such third-party Web sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Web sites. If you decide to access linked third-party Web sites, you do so at your own risk.

### No Resale or Unauthorised Commercial Use

You agree not to resell or assign your rights or obligations under these Term of Use. You also agree not to make any unauthorised commercial use of the Web Site.

### Content

We accept no liability with respect to any of the products, information, material, or services offered or provided by other organisations listed on, or linked to, this Site, nor do we endorse any of those organisations or any of their products or services. Should you decide to contract with any of these organisations, the contract will be directly between you and the relevant organisation. We will have no contractual involvement and will not be liable in contract or otherwise for any products, information, materials or services provided to you by any of these organisations.

Please note that, although these organisations have attempted to ensure that any information or prices provided through the Site are as accurate as possible, they are not legally binding in any way.

### Law and Jurisdiction

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

### Contact Us

If you are uncertain about anything contained in these Terms of Use, you can always contact us at [info@greenorchardrecruitment.co.uk](mailto:info@greenorchardrecruitment.co.uk).