

Terms of Use

Important Legal Notice

This legal notice implies to the entire contents of this website under the domain name www.project-resource.co.uk (Website) and to any correspondence by email between us and you. Please read these terms carefully before using this Website. Using this Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms do not use this Website. This notice is issued by Construction Futures Limited at Twyford Lodge, Billingbear Park, The Straight Mile, Wokingham, RG40 5RY (registered in England and Wales under Company number 011559632 (the "Company")).

1 Introduction

1.1 You may access some areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register. You may not access this website nor are you granted any license under clause 2 if you are employed or engaged by a recruitment agency other than the Company.

1.2 By accessing any part of this Website you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full you must leave this Website immediately.

1.3 The Company may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the current legal notice because it is binding on you. Certain provisions of this legal notice may be replaced by other terms of notices located on particular pages at this Website.

2 License

2.1 You are permitted to print and download extracts from this Website for your own personal use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way; and
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) the Company's copyright and trade mark notices and this permission notice appearing in all copies; and
- (d) the extracts are not used for any commercial purposes.

2.2 Unless otherwise stated the copyright and other intellectual rights in all material on this Website (including without limitation photographs and graphical images) are owned by the Company or its licenced source. Any use of extracts from this Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the terms in this legal notice your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

2.3 Subject to paragraph 2.1 no part of this Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3 Service Provision

3.1 The Company makes no warranty that

3.1.1 the service provided on this Website (the "Service") will be uninterrupted, timely secure, virus free or error free;

3.1.2 the service will meet your requirements;

3.1.3 any errors in the service will be corrected.

3.2 The Company offers no warranty or assurance as to the accuracy of information contained within the Website. In particular, whilst reasonable care is taken to ensure that job vacancies advertised are not out of date the Company makes no warranty that job vacancies advertised are still available nor that the details of such vacancies are correct.

4 Visitor Material and Conduct

4.1 Other than personally identifiable information, which is covered under the privacy policy, any material you transmit or post to this Website shall be considered non confidential and non-proprietary. The Company shall have no obligation with respect to such material. The Company and its assignees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data images, sounds, texts and other things embodied therein for any and all commercial and non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from this Website any material

4.2.1 that is threatening, defamatory, obscene, seditious, offensive, pornographic, abuse, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

4.2.2 for which you have not obtained all necessary licences and/or approvals; or

4.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liabilities, or otherwise be contrary to the law of or infringe the rights of any third party in the UK or any other country in the world; or

4.2.4 which is technically harmful (including without limitation computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You shall not copy or adapt the HTML or other code, used in this Website nor attempt to decide for decompiled, disassemble or reverse engineer any of the software making up this Website or by any other method of, misuse this Website.

4.4 The Company shall fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of these terms and conditions.

5 Links to and from Other Websites

5.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links you leave the Website. The Company has not reviewed all these third party websites and does not control and is not responsible for these websites or their content or availability. The

Company does not endorse or make any representations about them or any material found on them or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website you do so entirely at your own risk.

6 Registration

6.1 Each registration for a job seeker is for a single user only. The Company does not permit job seekers to share their user name and password with any other person nor with multiple users on a network.

6.2 Employers who use our website may be issued with a password for each employee who has access or one password for all relevant employees to use. The Company does not permit employers to share the password with any other business.

6.3 Responsibility for the security of any password issued rests with you.

7 Disclaimer

7.1 Whilst the Company endeavours to ensure that the information on this Website is correct, the Company does not warrant the accuracy and completeness of the material on this website. The Company may make changes to the material on this Website or to the services and prices described in it at any time without notice. The material on this Website may be out of date and the Company makes no commitment to update such material.

7.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly to the maximum extent permitted by law the Company provides you with this Website on the basis that the Company excludes all representation, warranties, conditions and other terms (including without limitation the conditions implied by law of satisfactory quality, fitness for purpose and use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

8 Liability

8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

8.2 Nothing in this legal notice shall exclude or limit the Company's liability for:

(a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

(b) fraud; or

(c) misrepresentation as to a fundamental matter; or

(d) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs of those matters.

9 Governing Law and Jurisdiction

9.1 This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

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