



## Terms of 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 <https://www.dbsassist.co.uk/arc> and <https://www.arcuk.org.uk> (together our “website” and our “systems”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our website and systems. By using our website and systems, 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 website and systems.

Our website and systems are operated by The Association for Real Change (“we”, “us” and “our”). We are a limited company registered in England and Wales under company number 01658354 and have our registered offices at 10a Marsden Street, Chesterfield, Derbyshire, S40 1JY. To contact us please use email [contact.us@arcuk.org.uk](mailto:contact.us@arcuk.org.uk) or telephone 01246 555043.

### Accessing our website and systems

Access to our systems is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on our systems without notice (see below). We will not be liable if for any reason our systems are unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our systems, or the entirety of our systems, to users who have registered with us. We do not guarantee that our systems will be available or have uninterrupted service.

Access to our website is permitted on a temporary basis and we reserve the right to withdraw or amend any service we provide on our website without notice.

### Keeping your system details safe

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.

If you suspect that anyone knows or is using your user identification code, password or any other piece of information as part of our security procedures, you must notify us promptly at the following email address: [disclosureservice@arcuk.org.uk](mailto:disclosureservice@arcuk.org.uk).

### When using our website and systems, you must do so only for lawful purposes and you may not use our sites:

- 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 website and systems, you agree (by such use):**

- Not to reproduce, duplicate, copy or re-sell any part of our sites, in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt any part of our website and systems, any equipment or network on which our website and systems are stored, any software used in the provision of our systems 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 systems. You are also responsible for ensuring that all persons who access our systems 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 website and/or systems, 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 website and/or systems, immediate, temporary or permanent removal of any information uploaded by you to our systems, 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 website and systems, 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 website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

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.

You must not use any part of the materials on our website and systems for commercial purposes without obtaining a licence to do so from us. Our status as the authors of material on our website and systems must always be acknowledged.

If you print off, copy or download any part of our system(s) without a licence you will be in breach of these terms of use, your right to use our systems will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **Reliance on information posted on our website**

Commentary and other materials posted on our website 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 website or by anyone who may be informed of any of its contents.

### **Reliance on information posted on our systems**

Commentary and other materials posted on our systems is intended to amount to advice and guidance on which reliance should be placed. However, our guidance and advice should not be considered as a substitute for obtaining legal, professional and/or regulatory advice.

### **Our website and systems change regularly**

We aim to update our website and systems regularly, and may change the content at any time. If the need arises, we may suspend access to our website and systems, or close our website and systems indefinitely. Any of the material on our website and systems may be out of date at any given time, and we are under no obligation to update such material.

### **Our website liability**

The material displayed on our website 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 sites or in connection with the use, inability to use, or results of the use of our sites, 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 website and systems**

We process information about you in accordance with our privacy policy. By using our website and/or systems, 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 systems**

Contracts formed through our systems or as a result of visits made by you to our systems for the supply of our online vetting and screening service.

### **Viruses, hacking and other offences**

You must not misuse any of our sites 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 sites, the server(s) on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites 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 sites 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 sites or to your downloading of any material posted on it, or on any websites linked to it.

### **Linking to our website**

You may link to our website 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 websites that is not owned by you.

Our website must not be framed on any other sites, nor may you create a link to any part of our website 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 website and/or systems other than that set out above, please address your request to [contact.us@arcuk.org.uk](mailto:contact.us@arcuk.org.uk).

### **Links from our website and systems**

Where our website and/or systems contain 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 external 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 website and/or systems, 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.

### **Variations website and systems**

We may revise these terms of use at any time by amending these pages. You are expected to check these pages 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 website and/or systems.

### **Your concerns**

If you have any concerns about material that appears on our website and/or systems, please contact [contact.us@arcuk.org.uk](mailto:contact.us@arcuk.org.uk).

Thank you for visiting our website and systems.