

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WEBSITE USE

These terms of use (together with the documents referred to in it) describe the terms upon which you may make use of our website and the services made available to you through www.hrpulse.co.uk and www.evergreenhr.co.uk (**our site**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

This website use policy refers to the following additional terms, which also apply to your use of our Site:

- Our Privacy Policy <https://hrpulse.co.uk>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our Acceptable Use, which sets out the permitted uses and prohibited uses of our site.
- Our Cookie Policy <https://hrpulse.co.uk>, which sets out information about the cookies on our site.

INFORMATION ABOUT US

www.hrpulse.co.uk and www.evergreenhr.co.uk are sites operated by Evergreen HR Limited t/a HR Pulse ("**We**"). We are registered in England and Wales under company number 09731260 and have our registered office at Gibson House, Hurricane Court, Hurricane Close, Stafford, ST16 1GZ. Our main trading address is the same as the address of our registered office.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page. This page was last amended on 27 July 2022.

Please check this page from time to time to take notice of any changes we have made, as they are binding on you.

CHANGES TO OUR SITE

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

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 of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

YOUR ACCOUNT AND PASSWORD

If you sign up to, or are provided with, a user account for HR Pulse or to access our site you are responsible for safeguarding and maintaining the confidentiality of your username and password. This includes the use of secure passwords and other recommended authentication mechanisms. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hello@hrpulse.co.uk

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. 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 use and you may draw the attention of others within your organisation to content 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, logos, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

LIMITATION OF OUR LIABILITY

Nothing in this website use policy excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

In no event shall Evergreen HR be liable whether in tort (including without limitation for negligence or breach of statutory duty however so arising) contract, misrepresentation (innocent or negligent) to the client for:

- i) any loss of business;
- ii) loss of opportunity;
- iii) loss of profits;
- iv) for any other special indirect or consequential or pure economic loss or damage whatsoever;
- v) loss of anticipated savings;
- vi) loss of goods;
- vii) loss of contract;

- viii) loss of use; or
- ix) loss or corruption of data or information (including but not limited to Customer Data).

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

UPLOADING CONTENT TO OUR SITE

Our site allows registered users to upload content. Any content uploaded is subject to our fair usage policy, outlined below. You warrant that any such contribution complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

For the purpose of fair usage, our site is designed to facilitate HR activities including records management. For this purpose we do not impose a storage limit for records or content that can be uploaded, providing the records are related to HR management.

You are responsible for content uploaded to our site, including:

- is free from viruses or other malicious materials.
- ensuring that all relevant consents have been obtained prior to uploading content to our site.
- managing content uploaded to our site, including any requirements under applicable data protection legislation (e.g. UK GDPR or Data Protection Act 2018).
- Content uploaded does not contravene our acceptable uses (outlined below).

Our site is not designed to be used for the storage or streaming of video content and consider such use as against this fair usage policy.

You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties such as our hosting providers, for the purpose of providing the services to you only.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any content uploaded on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use provisions below.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server 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.

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.

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, without prior written approval from us.

You must not establish a link to our site in 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.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use section below.

If you wish to make any use of content on our site other than that set out above, please contact hello@hrpulse.co.uk.

THIRD PARTY LINKS AND RESOURCES IN 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.

Acceptable Use

This acceptable use section sets out the terms between you and us under which you may access our website www.hrpulse.co.uk and www.evergreenhr.co.uk (**our sites**) and applies to all users of, and visitors to, our site.

PROHIBITED USES

You may use our site only for lawful purposes. 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 which does not comply with our content standards;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
- 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use; and/or
- 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; and/or
 - any equipment or network or software owned or used by any third party.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of our terms of use through your use of our site. When a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with these acceptable use terms constitutes a material breach of our terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site;
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- Issue of a warning to you;
- 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;
- Further legal action against you; and/or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this terms of use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

TRADEMARKS

"HR PULSE" is a UK registered trademark of Evergreen HR Limited t/a HR Pulse.

CONTACT US

To contact us, please email hello@hrpulse.co.uk.

Thank you for visiting our site.