

Hilfield Lane, Aldenham Hertfordshire, WD25 8DT Tel: 01923 252177 Fax: 01923 510282

Email: info@omalleyhaulage.co.uk Website: www.omalleyhaulage.co.uk

Terms & Conditions

COPYRIGHT

The contents of omalleyhaulage.co.uk ("the website") and/or its clients and suppliers are protected by copyright: © O'Malley Haulage Ltd 2024. Reproduction of part or all of "the website" is prohibited other than in accordance with this Notice. All rights are reserved.

ACCEPTANCE OF TERMS

Your access to and use of omalleyhaulage.co.uk ("the Website") and any Services referred to in Clause 3, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

THE SERVICES

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for O'Malley Haulage Ltd Employees only.

PRIVACY POLICY

We are committed to responsible data management and subscribe to the principles of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used to enable us to fulfil your information request.

• We use a technology called "cookies" as part of our normal business procedure to track patterns of behaviour of visitors to the Website. A cookie is an element of data that the Website sends to your browser that is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings. For more information on cookies, visit www.aboutcookies.org.

ACCEPTABLE USE

You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), posted, are the responsibility of O'Malley Haulage Ltd or of the person from whom such Content originated. We cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. omalleyhaulage.co.uk will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

- In using the Website/Services you agree not to:
 - Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
 - Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
 - Post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
 - Threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
 - Use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party:
 - Make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
 - Collect or store personal information about others, including email addresses;
 - Advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
 - Impersonate any person or entity for the purpose of misleading others;
 - Violate any applicable laws or regulations;











Hilfield Lane, Aldenham Hertfordshire, WD25 8DT Tel: 01923 252177 Fax: 01923 510282

Email: info@omalleyhaulage.co.uk Website: www.omalleyhaulage.co.uk

- Use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
- Post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- Attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

LINKS TO THIRD PARTY WEBSITES

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that omalleyhaulage.co.uk is not responsible for the content or availability of any such sites.

INTERNATIONAL USE

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

INTELLECTUAL PROPERTY RIGHTS

The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal use only.

INDEMNITY

You agree to indemnify and hold omalleyhaulage.co.uk harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against omalleyhaulage.co.uk by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by omalleyhaulage.co.uk in consequence of your breach of these Terms and Conditions.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

- To the extent permitted by law, omalleyhaulage.co.uk will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.
- omalleyhaulage.co.uk makes no warranty that the Website/Services will meet your requirements, that Content will be accurate
 or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or
 that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or
 destructive.

SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.







