

# General Terms & Conditions

**Effective Date: 1<sup>st</sup> July 2016**

## 1. Introduction

- 1.1 This website is owned and operated by JGP Resourcing Limited. Our company information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They cancel and replace any previous versions. By registering on or using our Service (as defined below) you agree to be bound by these terms and conditions. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.
- 1.3 These terms and conditions apply to all Users (except Recruiters who have agreed to our separate Recruiter Terms and Conditions).

## 2. Definitions

- 2.1 Capitalised terms have the following meanings in these terms and conditions:
  - a) "Consumer" - an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft or profession.
  - b) "Content" - all information of whatever kind (including advertisements, CVs, job applications, messages, images, photos, audio, video, messages etc.), published, stored or sent on or in connection with our Service.
  - c) "Recruiter" - a User who uses our Service to find workers.
  - d) "Service" - our website, the services we offer by means of our website and any related software and services.
  - e) "User" - persons or organisations using our Service (whether or not registered with us).

## 3. Changes to the terms and conditions

- 3.1 We may change these terms and conditions by posting the revised version on our website. Please check our website from time to time. You will be bound by the revised agreement if you continue to use our Service following the effective date shown.

4. **Use of our Service**

4.1 We grant Users a limited personal non-transferable right to use our Service subject to these terms and conditions.

4.2 You agree that you will not in connection with the Service:

- a) breach any applicable law, regulation or code of conduct;
- b) publish or send any Content (including links or references to other content), or otherwise behave in a manner, which:
  - i) is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
  - ii) infringes any intellectual property or other rights of others;
  - iii) involves phishing or scamming or similar; or
  - iv) we otherwise reasonably consider to be inappropriate;
- c) publish or send any Content which involves revealing any personal data of another person (i.e. information enabling someone to be identified or contacted) unless that person is 18 years or over and you have obtained that person's explicit written consent or you are the parent/guardian of such person;
- d) impersonate any person or entity for the purpose of misleading others;
- e) publish or send any Content which links to any third party websites which are unlawful or contain inappropriate Content;
- f) sell access to the Service;
- g) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
- h) sell advertising, sponsorship or promotions on or in connection with Content except where explicitly authorized by us;
- i) use the Service for any commercial or non-private purposes (except ...);
- j) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
- k) do anything which may have the effect of disrupting the Service including worms, viruses, software bombs or mass mailings;
- l) do anything which may negatively affect other Users' enjoyment of the Service;
- m) gain unauthorised access to any part of the Service or equipment used to provide the Service;
- n) use any automated means to interact with our systems excluding public search engines; or

o) attempt, encourage or assist any of the above.

- 4.3 You must comply with any guidelines or requirements on our website.
- 4.4 You must promptly comply with any reasonable request or instruction by us in connection with the Service.
- 4.5 We are entitled to impose and/or change limitations on usage of our Service, for example in relation to bandwidth.
- 4.6 You must ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.
- 4.7 We do not supply support except to the extent specifically stated on our site, as may be varied from time to time.

## 5. **Your Content**

- 5.1 You are responsible for your Content.
- 5.2 You promise to us that you have (and will retain) all rights and permissions needed to enable use of your Content as contemplated by the Service and these terms and conditions.
- 5.3 We reserve the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant Content.
- 5.4 We do not accept responsibility if your Content is misused by other Users as this is outside our reasonable control.
- 5.5 It is your responsibility to make your own backup of any Content stored within the Service to protect you in case of loss or damage to such material. We are not responsible for such loss or damage.
- 5.6 We reserve the right without notice to irretrievably delete your Content following cancellation of this agreement or if your account has been inactive for six months.

## 6. **Content of other Users**

- 6.1 You accept that we have no obligation to vet or monitor Recruiters or their Content. We do not endorse or recommend any Recruiters. You rely on such information and/or deal with Recruiters at your own risk. We accept no legal responsibility for the accuracy of, or otherwise in relation to, any such Content or in connection with any dealings with Recruiters.

## 7. **Third party services / advertising / websites**

7.1 We may use third party-provided services or display third party advertising within our Service and/or link to third party websites which may be of interest to you. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use them at your own risk.

## 8. **Guidance by us**

8.1 Any guidance or similar information which we ourselves make available on our Service is intended as very general guidance information but we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. You rely on such information at your own risk.

## 9. **Your account**

9.1 Your account on our Service is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

## 10. **Suspension / cancellation**

10.1 You may at any time cancel this agreement by following the instructions on our Service.

10.2 We are entitled at any time to cancel this agreement at any time for any reason with or without notice.

10.3 Following cancellation of this agreement: Your right to use our Service and all licences are terminated. Accrued rights and liabilities are unaffected. All clauses in this agreement which are stated or intended to continue after cancellation will continue to apply. You must not attempt to re-register for or continue to use our Service if we have given you notice of cancellation.

## 11. **Functioning of our Service**

11.1 We do not guarantee that the Service will be uninterrupted or error-free and are not responsible for any losses arising from such interruptions or errors.

11.2 We are entitled, without notice and without liability, to suspend the Service for repair, maintenance, improvement or other technical reason.

## 12. **Liability**

- 12.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 12.2 You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.
- 12.3 **Very important:** *If you are a Consumer*, we shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
  - b) such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
  - c) such loss or damage is caused by you, for example by not complying with this agreement; or
  - d) such loss or damage relates to a business.
- 12.4 **Very important:** *If you are a Consumer*, you will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).
- 12.5 *The following clauses apply only if you are not a Consumer:*
- a) In no event (including our own negligence) will we be liable for any:
    - i) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
    - ii) loss of goodwill or reputation;
    - iii) special, indirect or consequential losses; or
    - iv) damage to or loss of data

(even if we have been advised of the possibility of such losses).
  - b) You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
  - c) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.

### 13. Intellectual property rights

- 13.1 All trade marks, logos, Content, graphics, images, photographs, animation, videos, text and software used on the Service are our intellectual property or that of our advertisers or partners. For the purposes of your personal use

only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent.

- 13.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.
- 13.3 [If you publish any Content on our Service, you grant us a worldwide, perpetual, non-exclusive, royalty-free licence to copy, alter, adapt or display such Content on our Service.

#### 14. Privacy

- 14.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our [privacy and cookies policy](#) which is subject to change from time to time.

#### 15. Events outside our control

- 15.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

#### 16. Transfer

- 16.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

#### 17. English law

- 17.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>. Our email address is [support@jobsgopublic.com](mailto:support@jobsgopublic.com)

#### 18. General

- 18.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or

provision of this agreement does not mean this is a "waiver" (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

**19. Complaints**

19.1 If you have any complaints, please contact us via the contact details shown below.

**20. Company information**

20.1 Company name: JGP Resourcing Limited

20.2 Country of incorporation: England and Wales.

20.3 Registered number: 07750971

20.4 Registered office: 132-134 College Road, Harrow, Middlesex, HA1 1BQ

20.5 Trading address: Jobsgopublic, 1<sup>st</sup> Floor, Baird House, 15-17 Cross Street, London EC1N 8UW

20.6 Other contact information: See our website.

20.7 VAT number:121144078