

# Website Terms & Conditions

This website is operated by Winchester Consulting Limited (Company number 04210584; VAT registration number 785942474) incorporated in England and Wales whose registered office is at 82 Wandsworth Bridge Road, London, SW6 2TF ("we, "us" or "our").

We operate a web-based platform through this website (that platform, together with all other parts of this website, and our other platforms and websites, is the "Site"). That platform is made available to employers and businesses ("recruiters") and to individuals ("work seekers") (together "users" or individually as appropriate "you") through our Site and other sites owned and operated by us or third parties.

By using our Site (whether through a site owned by us or a site owned by a third party) and the services made available on and through it, you confirm that you accept these terms and conditions and that you agree to comply with them. These terms and conditions refer to the following additional terms, which also apply to your use of our Site:

- Our privacy and data protection policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our Site may be provided by third parties with permission or under licence from us and may appear on or be linked to such third parties' websites. In such cases the use of our Site is subject to these terms and conditions and any terms and conditions of use of such third parties.

If you do not agree to these terms, you must not use our Site. We recommend that you print a copy of these terms for future reference.

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## Platform Facility

Our Site provides facilities whereby recruiters may place their details and job vacancies on our Site for viewing by work seekers; and whereby work seekers may place their details on our Site for viewing by recruiters. Unless work seekers voluntarily supply the information (on registration or on a later edit), our Site does not identify the work seeker by name or disclose their contact details; a recruiter or a work seeker contacts the other by clicking on the relevant button and our Site will automatically generate an email to such other. Our Site provides no further service than providing the facility referred to above and recruiters and work seekers must conduct any subsequent negotiations or arrangements between themselves direct. Work seekers may respond or not, at their discretion, to emails from recruiters.

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## Data Protection

The use of CVs and other personal information supplied by users of our Site is governed by our privacy policy.

By using our Site, you warrant that you have any necessary consent (or another applicable lawful basis) for any personal data you provide which relates to a third party, and you warrant that all data provided by you is accurate.

Our assessment is that, in relation to individual users and any profile or login information uploaded to our Site, we are acting as a controller. We will also pass that information to third parties (such as industry bodies) in accordance with our privacy notice and those third parties will also act as controllers in their own right. In the unlikely event that we process data on your behalf (but not otherwise), the “Data Processing Addendum” at the end of these terms and conditions will apply.

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## Use

The information and services available on and through our Site are provided for the sole purpose of the facility described under the heading Platform Facility above. Users may use print and download information from our Site only for such purposes and for no other personal or commercial purpose.

Users may amend update or add to their details on our Site by clicking on the appropriate Edit button on our Site.

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## Intellectual Property

All copyright, database rights and other intellectual property rights subsisting in our Site and the material on our Site belongs to us or our third party suppliers. Use of our Site does not give users any proprietary rights in our Site or such materials

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## Employment Agencies and Employment Business Regulations 2003

Work seekers and recruiters need to be aware that our Site is a job board which operates as a venue only and leaves it to work seekers and recruiters to make direct contact. This means that we do not:

- obtain sufficient information for potential recruiters to select a suitable work seeker for the position which the recruiter seeks to fill;
- obtain confirmation of the identity of a work seeker or that they have the experience, training, qualifications or authorisation to work in the position to be filled or that they wish to undertake the role to be filled;
- take any steps to ensure the work seeker and recruiter are each aware of any requirement imposed by law or otherwise which must be satisfied by either of them to permit the work seeker to fulfil the position to be filled;

- take any steps to ensure that it would not be detrimental to the interests of the work seeker or the recruiter for the work seeker to fulfil the position to be fulfilled;
- give any indication to recruiters whether work seekers are unsuitable (or suitable) for any position to be filled in any circumstances;
- propose work seekers to recruiters or provide any information about them other than by making information available on our Site.
- take up any references in relation to a work seeker; or
- make any arrangements for accommodation of work seekers.

The Conduct of Employment Agencies and Employment Business Regulations 2003 (the "Regulations") seek to ensure that work seekers are only proposed by employment agencies for roles for which they are properly qualified and that recruiters are only offered work seekers who have the appropriate levels of experience, training, qualifications and authorisation for the position to be filled. Since our Site is only a job board and venue only leaving it to work seekers and recruiters to make contact direct, it is recommended that, if you are a work seeker you undertake the steps set out in the Regulations to ensure your suitability for the role advertised or, if you are a recruiter, to ensure a work seeker's suitability for the role.

These could include:

1. If you are a work seeker; checking the identity of the recruiter and the nature of its business, the commencement date and duration of the position, the position to be filled including type of work, location, hours and risks to health and safety, experience, training, qualifications and authorisation which the recruiter considers necessary or are required by law or otherwise to undertake the position, whether any expenses are payable by you as a work seeker or whether there are any requirements imposed by law or otherwise for you to satisfy before taking up a position.
2. If you are a recruiter; checking the identity of the work seeker and that the work seeker has the experience, training, qualifications and authorisation required by law or otherwise for the position and whether there are any requirements imposed by law or otherwise for you, as the recruiter, to meet to enable a work seeker to take up a position. In addition, where professional qualifications are required or where work seekers are to work with vulnerable persons or children, you should obtain copies of the relevant qualifications or authorisation, obtain at least two references from people who are not relatives of the work seeker and undertake a Disclosure and Barring Service ("DBS") check of the work seeker. For more details of how to undertake a DBS check, please go to [www.gov.uk/disclosure-barring-service-check/overview](http://www.gov.uk/disclosure-barring-service-check/overview).
3. Any searching or screening tools provided by us for use in your assessment of the suitability or otherwise of any particular candidate or advertised vacancy are to assist you in taking these steps, but are not intended as a substitute.

## Job Search details, CVs and job advertisements

Job Search details, CVs and job vacancies listed on our Site are provided by candidates and by prospective employers and their agents and are not reviewed by us. We accept no responsibility or liability for the contents of Job Search details, CVs and job vacancies listed and expect candidates and prospective employers to carry out such verification procedures as are customary and prudent in the circumstances.

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## Services and information

Services and information provided on our Site by us and our third party suppliers are intended to assist in the job seeking or recruitment process. Neither we nor our third party suppliers can guarantee their suitability or prospects of success in any particular case. You should obtain independent verification before relying on information provided on our Site in circumstances which may result in loss or damage.

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## Security and Password

In order to register with our Site and to sign in when you visit our Site, you will need to use a user name and password. You are solely responsible for the security and proper use of your password, which should be kept confidential at all times and not disclosed to any other person. You must notify us immediately if you believe that your password is known to someone else or if it may be used in an unauthorised way. We accept no liability for any unauthorised or improper use or disclosure of any password.

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## Service availability

We try to ensure continuous availability of our Site and all the services available on it but accept no responsibility for the consequences of interruptions or delays, however caused. We may, additionally, alter the design and specification of our Site at any time.

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## Limitation of liability

### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

You agree to indemnify us and keep us indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from use or misuse by you of our Site.

You must notify us immediately if anyone makes or threatens to make any claim against you relating to your use of our Site.

### **If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

**If you are a consumer user:**

Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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## Termination

We may terminate your registration and/or deny you access to our Site or any part of it (including any services or information available on or through the site) at any time in our absolute discretion and without any explanation or notification.

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## Changes to Terms and Conditions and Invalidity

These terms and conditions may be changed by us at any time. You will be deemed to accept the terms and conditions (as amended) when you next use our Site following any amendment.

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

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## Governing law

These terms and conditions shall be interpreted in accordance with English law and all disputes shall be decided by the English courts.

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## Contact

Winchester Consulting Limited - 82 Wandsworth Bridge Road, London, SW6 2TF

You may also contact [us here](#)

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## Data Processing Addendum

### 1 Definitions

1.1 For the purposes of this Addendum, “Data Protection Law” means the General Data Protection Regulation (EU) 2016/679 as it forms part of UK law by virtue of the European Union (Withdrawal) Act of 2018 or otherwise, the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation relating to data protection or privacy, as amended or updated from time to time, in the UK. Any terms or words defined in Data Protection Law and used in a provision of this Addendum relating to personal data shall, for the purposes of that provision, have the meaning set out in Data Protection Law.

1.2 In the event of any conflict in relation to the data protection provisions of this Addendum and the terms and conditions to which it is appended, the provisions of this Addendum shall take precedence.

### 2 Data Protection

2.1 This Addendum shall be read in accordance with Data Protection Law. In the event that any term, condition or provision of our agreement with you is deemed invalid, unlawful, unenforceable or non-compliant with Data Protection Law to any extent, it shall be deemed modified to the minimum extent necessary to make it valid, legal, enforceable and compliant under Data Protection Law whilst maintaining the original intention of the agreement.

2.2 This Addendum is intended to ensure that your appointment of us is compliant with Data Protection Law.

2.3 You and we each acknowledge our understanding that for the purposes of Data Protection Law, you are the controller and we are the processor in relation to any personal data processed by us on behalf of you in connection with the performance by us of our obligations under our agreement with you. Where, in respect of any personal data, you are a processor on behalf of a third party, you warrant that your instructions and actions regarding such personal data (including the appointment of us as a processor) have been authorised by such third party. The details of the processing to be carried out by us as processor are as follows (and you acknowledge and agree all such details as accurate and comprehensive):

2.3.1 **Subject-matter.** Our provision of the services set out in the agreement between you and us, to the extent such services involve the processing of personal data on your behalf where we do not make meaningful decisions about how that data is used.

- 2.3.2 **Nature and Purpose.** The storage and publication of personal data made available by you (or at your direction) to us.
- 2.3.3 **Duration.** For the duration of our agreement with you and thereafter until deleted or returned by us in accordance with our agreement with you (or as otherwise agreed between us and you).
- 2.3.4 **Types of Personal Data.** Data relating to individuals provided to us by (or at the direction of) you or your authorised third parties.
- 2.3.5 **Categories of Data Subject.** Individuals about whom data is provided to the us by (or at the direction of) you or your authorised third parties.

### 3 **Data Protection Obligations**

- 3.1 We and you shall each comply with all applicable requirements of Data Protection Law. This Addendum is in addition to, and does not relieve, remove or replace, either of their obligations under Data Protection Law.
- 3.2 Without prejudice to the generality of paragraph 3.1, you will ensure that you have all necessary consents and notices in place to enable the lawful transfer of the personal data to us for the duration and purposes of our agreement with you, and you're your instructions to us shall not infringe (or otherwise place us in breach of) Data Protection Law.
- 3.3 Without prejudice to the generality of paragraph 3.1, we shall, where we act as a processor on your behalf:
  - 3.3.1 process that personal data only on your documented instructions (and you hereby instruct us to process that personal data as required to perform our obligations under our agreement with you) unless we are otherwise required by Applicable Law (being the laws of England and Wales or of any member of the European Union or the laws of the European Union applicable to us) to process personal data (in which case we shall notify you of this before performing the processing required by Applicable Law unless Applicable Law prohibits us from so notifying you on important grounds of public interest);
  - 3.3.2 only appoint sub-processors as permitted under this Addendum;
  - 3.3.3 ensure that we have in place appropriate technical and organisational measures as required by Data Protection Law;
  - 3.3.4 ensure that all our personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
  - 3.3.5 not transfer any personal data outside of the Permitted Territory (being the European Union and the UK) unless we do so in accordance with Data Protection Law (and you hereby authorise us to enter into any standard clauses required or provided for by Data Protection Law on your behalf and in your name as a data exporter and controller) and your prior written authorisation has been obtained or such transfer is on your documented instructions (and you hereby instruct and authorise us to transfer personal data outside the Permitted Territory where required for the provision of our services, including but not limited to where personal data is accessed by you

or on your behalf from outside the Permitted Territory, and where you have been notified that an authorised sub-processor is located or stores or accesses personal data outside the Permitted Territory);

- 3.3.6 taking into account the nature of the processing, assist you, at your cost, by appropriate technical and organisational measures in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with your obligations under Data Protection Law with respect to (taking into account the information available to us) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 3.3.7 notify you without undue delay on becoming aware of a personal data breach, and (with regard to our obligations under paragraph 3.3.9) immediately inform you if (in our opinion) an instruction of yours infringes Data Protection Law;
  - 3.3.8 at your written direction, delete or return personal data and copies thereof to you on termination of the agreement between you and us unless required by Applicable Law to store the personal data; and
  - 3.3.9 make available to you (at your cost where such information has not already been made available prior to the agreement between you and us) all information necessary to demonstrate our compliance with this Addendum and Data Protection Law (which shall remain our confidential information and which you shall not disclose or use other than to confirm our compliance with Data Protection Law) and allow for and contribute to audits by you or your designated auditor at your expense, on reasonable written notice during business hours and subject to such reasonable measures as we (or any sub-processor) require in relation to security and confidentiality requirements and not causing disruption to business activities.
- 3.4 You specifically authorise the appointment of any sub-processor set out in the agreement between you and us or otherwise notified to you prior to the date of the agreement between you and us or any amendment to it (and in particular UKFast.Net Limited and Khoo Systems Limited) and generally authorise us to appoint further or alternative sub-processors. Where we appoint or replace a sub-processor we shall notify you in advance of any intended changes (including by updating these terms and conditions) concerning the addition or replacement of such sub-processors (including by updating any service description or list of sub-processors). If you wish to object to such changes, you must do so prior to the proposed date of such change, by notifying us in writing accompanied by your reasons for such objection. Following any such objection, we may engage with you to provide alternatives or assurances in relation to such change. If you (acting reasonably in relation to your legal or regulatory compliance obligations) continue to object to such changes you may, prior to such change, terminate on written notice without penalty the relevant services directly affected by that change. Where you does not provide written notice of such termination, or continue to use such services following the change, you shall be deemed to have accepted such change. We shall remain fully liable for all acts or omissions of any sub-processor engaged by us (and such engagements shall be on such sub-processors' terms of business which incorporate data protection obligations which are the same or more onerous in their effect as those set out in this Addendum).

- 3.5 You acknowledge that any further requests for information, guarantees or assistance in respect of our compliance with Data Protection Law may involve additional costs at our standard rates in force from time to time.