

Terms & Conditions (Website)

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

2. Copyright notice

- 2.1. Copyright (c) 2022
- 2.2. Subject to the express provisions of these terms and conditions:
 - a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Permission to use website

- 3.1. You may:
 - a) view pages from our website in a web browser;
 - b) download pages from our website for caching in a web browser;
 - c) print pages from our website for your own personal and non-commercial use, providing that such printing is not systematic or excessive;
 - d) stream audio and video files from our website using the media player on our website; and
 - e) use our website services by means of a web browser, subject to the other provisions of these terms and conditions.
- 3.2. Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3. You may only use our website for your own personal and business purposes; you must not use our website for any other purposes.
- 3.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.5. Unless you own or control the relevant rights in the material, you must not:
 - a) republish material from our website (including republication on another website);
 - b) sell, rent or sub-license material from our website;
 - c) show any material from our website in public;
 - d) exploit material from our website for a commercial purpose; or
 - e) redistribute material from our website.
- 3.6. Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.
- 3.7. We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Misuse of website

- 4.1. You must not:

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- a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
 - b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - c) hack or otherwise tamper with our website;
 - d) probe, scan or test the vulnerability of our website without our permission;
 - e) circumvent any authentication or security systems or processes on or relating to our website;
 - f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
 - h) decrypt or decipher any communications sent by or to our website without our permission;
 - i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
 - k) use our website except by means of our public interfaces;
 - l) violate the directives set out in the robots.txt file for our website;
 - m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
 - n) do anything that interferes with the normal use of our website.
- 4.2. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Use on behalf of organisation

- 5.1. If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:
- a) yourself; and
 - b) the person, company or other legal entity that operates that business or organisational project, to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.

6. Jobseeker registration and accounts

- 6.1. This Section 6 applies to you if you are a jobseeker.
- 6.2. To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age and resident in the United Kingdom.
- 6.3. You may register for an account with our website by completing and submitting the account registration form on our website and clicking on the verification link in the email that the website will send to you.

7. Recruiter registration and accounts

- 7.1. This Section 7 applies to you if you are a recruiter.

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- 7.2. To be eligible for a business account on our website under this Section 7, you must be operating a business and:
- if you are a sole trader, you must be at least 18 years of age and resident in England and Wales;
 - if you are a partnership, you must be established under the laws of England and Wales; and
 - if you are a limited company or other limited liability entity, you must be incorporated in England and Wales.
- 7.3. You may register for an account with our website by completing and submitting the account registration form on our website and clicking on the verification link in the email that the website will send to you.

8. User login details

- 8.1. If you register for an account with our website, we will provide you with a user ID and password.
- 8.2. Your user ID must not be liable to mislead and must comply with the content rules set out in Section 14; you must not use your account or user ID for or in connection with the impersonation of any person.
- 8.3. You must keep your password confidential.
- 8.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 8.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

9. Cancellation and suspension of account

- 9.1. We may:
- suspend your account;
 - cancel your account; and/or
 - edit your account details, at any time in our sole discretion without notice or explanation,
- 9.2. You may cancel your account on our website using your account control panel on the website.

10. Jobseeker services

- 10.1. Jobseekers who register with our website will have access to additional website areas and features, which we will determine in our sole discretion. These may include:
- facilities to upload a CV and/or profile into our database, to enable registered recruiters to search for the CV/profile, to assess whether the jobseeker may be suitable for a role, and to contact the jobseeker where appropriate;
 - a facility to enable the jobseeker to browse our database of job listings;
 - a facility to enable the jobseeker to receive email alerts, newsletters, notice of competitions, and/or other email notifications from us;
 - a facility to limit the disclosure of confidential information to recruiters; and/or
 - any other services specified on our website from time to time.
- 10.2. You acknowledge that we merely provide a facility to enable jobseekers and recruiters to get in touch and that we do not vet or monitor the recruiters who advertise on our website, and you agree that you will not hold us liable, or seek to hold us liable, in relation to any loss, damage or expense that you suffer arising out of the actions or omissions of a recruiter (subject to Section 17.1).
- 10.3. You must ensure that all the information you provide to us and to any registered recruiter via or in relation to our website is true, accurate, current, complete and not misleading, and you must keep such information up to date.

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10.4. For the avoidance of doubt, any CV you upload or supply to us shall constitute "your content" for the purposes of Section 13 and Section 14.

11. Recruiter services

11.1. Recruiters who register with our website will have access to additional website areas and features, which may include:

- a) the ability to post advertisements on our website;
- b) access to our database of jobseekers; and/or
- c) any other services specified on our website from time to time.

11.2. For the avoidance of doubt, any advertisements you upload or supply to us shall constitute "your content" for the purposes of Section 13 and Section 14.

11.3. You acknowledge that we merely provide a facility to enable jobseekers and recruiters to get in touch and that we do not vet or monitor the registered jobseekers who use our website, and you agree that you will not hold us liable, or seek to hold us liable, in relation to any loss, damage or expense that you suffer arising out of the actions or omissions of a jobseeker (subject to Section 17.1).

11.4. Recruiters undertake to ensure that all job advertisements that they submit to the website for publication are true, accurate, current, complete, and non-misleading advertisements for bona fide jobs.

11.5. Recruiters must treat the information in our database of jobseekers as confidential and must only use the database and information for the purpose of seeking candidates to fill bona fide jobs; and recruiters must not copy any information from the database or record or retain any information from the database or disclose to any third party any information from the database, except as strictly necessary for that purpose.

11.6. We warrant to recruiters that we will perform the paid-for recruiter services with reasonable care and skill.

11.7. We do not warrant that recruiters will receive any applications in relation to job advertisements; nor do we warrant that our database will hold information regarding jobseekers that are suitably qualified for the positions that recruiters require to be filled.

12. Our rights to use your content

12.1. In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

12.2. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

12.3. You grant to us the right to sub-license the rights licensed under Section 13.2.

12.4. You grant to us the right to bring an action for infringement of the rights licensed under Section 13.2.

12.5. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

12.6. You may edit your content to the extent permitted using the editing functionality made available on our website.

12.7. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have

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breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

13. Rules about your content

- 13.1. You warrant and represent that your content will comply with these terms and conditions.
- 13.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 13.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - a) be libellous or maliciously false;
 - b) be obscene or indecent;
 - c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off or other intellectual property right;
 - d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - e) constitute negligent advice or contain any negligent statement;
 - f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - g) be in contempt of any court or in breach of any court order;
 - h) be in breach of racial or religious hatred or discrimination legislation;
 - i) be blasphemous;
 - j) be in breach of official secrets legislation;
 - k) be in breach of any contractual obligation owed to any person;
 - l) depict violence in an explicit, graphic or gratuitous manner;
 - m) be pornographic, lewd, suggestive or sexually explicit;
 - n) be untrue, false, inaccurate or misleading;
 - o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
 - p) constitute spam;
 - q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory, or inflammatory; or
 - r) cause annoyance, inconvenience, or needless anxiety to any person.
- 13.4. Your content must be appropriate, civil, and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 13.5. You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.
- 13.6. You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

14. Report abuse

- 14.1. If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.
- 14.2. You can let us know about any such material or activity by email.

15. Limited warranties

- 15.1. We do not warrant or represent:

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- a) the completeness or accuracy of the information published on our website;
 - b) that the material on the website is up to date;
 - c) that the website will operate without fault; or
 - d) that the website or any service on the website will remain available.
- 15.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 15.3. To the maximum extent permitted by applicable law and subject to Section 17.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

16. Limitations and exclusions of liability

- 16.1. Nothing in these terms and conditions will:
- a) limit or exclude any liability for death or personal injury resulting from negligence;
 - b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - c) limit any liabilities in any way that is not permitted under applicable law; or
 - d) exclude any liabilities that may not be excluded under applicable law.
- 16.2. The limitations and exclusions of liability set out in this Section 17 and elsewhere in these terms and conditions:
- a) are subject to Section 17.1; and
 - b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 16.3. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 16.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 16.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 16.6. We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 16.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 16.8. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

17. Indemnity

- 17.1. You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by

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us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

18. Breaches of these terms and conditions

- 18.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- a) send you one or more formal warnings;
 - b) temporarily suspend your access to our website;
 - c) permanently prohibit you from accessing our website;
 - d) block computers using your IP address from accessing our website;
 - e) contact any or all of your internet service providers and request that they block your access to our website;
 - f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - g) suspend or delete your account on our website.
- 18.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

19. Third party websites

- 19.1. Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 19.2. We have no control over third party websites and their contents, and subject to Section 17.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

20. Trademarks

- 20.1. Streamline Services, and Streamline Recruitment, our logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.
- 20.2. The third party registered and unregistered trademarks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

21. Variation

- 21.1. We may revise these terms and conditions from time to time.
- 21.2. The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 21.3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

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22. Assignment

- 22.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 22.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

23. Severability

- 23.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 23.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

- 24.1. A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 24.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

25. Entire agreement

- 25.1. Subject to Section 17.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

26. Law and jurisdiction

- 26.1. These terms and conditions shall be governed by and construed in accordance with English and Welsh law.
- 26.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

27. Employment agency providing introductions

- 27.1. If you register as a jobseeker for the purpose of seeking employment, we will act in relation to you as an employment agency providing introductions (and not an employment business) for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003. We will, through our website, help you to seek employment. We will help you by providing those services specified in these terms and conditions. We will have no right to negotiate or enter into any contract on your behalf; nor will we be authorised to receive money on your behalf. No fees are payable by a jobseeker in respect of these services. The contract between us under these terms and conditions may be terminated by you or us at any time upon immediate written notice.
- 27.2. If you register as an employer on our website, we will act in relation to you as an employment agency providing introductions (and not an employment business) for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Details of our charges and payment details are set out [in these terms and conditions and on our website]. No refunds or rebates are payable. We will have no authority to enter into contracts with jobseekers or otherwise act on your behalf.

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28. Statutory and regulatory disclosures

- 28.1. We will specify on the website or elsewhere in these terms and conditions the different technical steps you must follow to conclude a contract under these terms and conditions, and also the technical means for identifying and correcting input errors prior to the placing of your order.
- 28.2. We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 28.3. These terms and conditions are available in the English language only.

29. Our details

- 29.1. This website is owned and operated by Streamline Services Consultancy Limited.
- 29.2. We are registered in England and Wales under registration number 5107866.
- 29.3. Our principal place of business is at 10 Western Road, Romford, Essex, RM1 3JT.
- 29.4. You can contact us:
 - a) by post, to the postal address given above;
 - b) using our website contact form;

Approval of this policy

This policy has been approved by the board of directors on the 16th January 2023

