

# Terms & Conditions of Use

# Introduction

Paramount Trades & Labour Ltd ("Paramount", "PTL", "we" or "us") accommodates you with access to the paramounttradesandlabour.com in order to assist you with the recruitment process. Please read these Terms of Use carefully before using the Site. Using the site indicates that you accept these Terms of Use regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Site.

Where PTL introduces by phone/mobile, postal mail or electronic mail any candidate for a temporary assignment with our hiring clients the introductions shall be subject to our standard Terms of Business as applicable. We will provide all of our hiring clients with a copy of the standard Terms of Business applicable to them at the point of registration or following registration. These Terms of Use are in addition to and not in substitution for our standard Terms of Business.

# Your use of this Site

You may use most parts of the Site without registering with us. By accessing any area of the Site, you will be deemed to have agreed to these Terms of Use in full. If you do not accept these Terms of Use in full, you must leave this Site immediately.

You must not use the Site for any of the purposes shown below:

- To post or convey any material for which you have not all required licences and/or approvals
- To post or convey on the Site inaccurate, incomplete or false information (including in the case of candidates, biographical information about yourself and/or information about your eligibility to work in the UK)
- To post or convey on the Site any defamatory, abusive, threatening, vulgar, obscene or otherwise objectionable material
- To post or convey on the Site any material which contains any virus or other disabling devices which obstructs or may impede
  with the operation of the Site; or which modifies or erases any information which you have no authority to modify or erase; or
  which overloads the Site by spamming or flooding it
- To use any device, routine or software to crash, delay, or otherwise damage the operation of this Site
- To take any action that affects PTL's reputation or that defames, abuses, harasses or threatens others
- To encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law; or carry out such conduct yourself

Paramount in its sole discretion shall determine your compliance with the above and shall have the right to prevent you from using the Site and/or to delete from the Site immediately and without prior notice any material that it deems not to comply or to be objectionable for any reason. Paramount shall co-operate fully with any law enforcement authorities or court order requesting or directing Paramount to disclose the identification or to locate anyone posting any material in breach of the above.

As the services on this Site are made available to all users immediately, you do not enjoy any cancellation or "cooling-off" rights in relation to these Terms of Use.

#### Links to or from other websites

As a convenience to users, this Site contains links to external websites and you may be offered a number of automatic links to other sites, which may interest you. We accept no responsibility for or liability in respect of the content of those third party sites. Paramount have not reviewed or approved such sites and does not control and is not responsible for those sites or their content. Paramount does not warrant that any links to such sites work or are up to date. Paramount do not endorse or make any representations about those sites and the use of any such links is entirely at your own risk. Any third parties wishing to link to our Site may do so provided links are to the home page only of the Site and provided we are notified in advance by email to info@ptl.agency. Paramount reserves the right to refuse to allow third parties to link to our Site and shall not be required to give any explanation for such refusal, or for withdrawal of previously granted permission.

# Aggregate information

We may gather information and statistics collectively about all visitors to this Site, which may include the information supplied by you. This will enable us to understand our users thereby providing a better recruitment process. We will not disclose personal or identifying information. All data will be in aggregate form only. We believe that this helps us to find out what is most beneficial for our users and how we can continually improve our online service. Personal data is processed by us in accordance with our Privacy Notice.

# Intellectual property rights

Unless otherwise stated, the copyright and other intellectual property rights in all material on this Site (excluding some photographs) are owned by Paramount. You may not download copy or print any of the pages of the Site except for your own personal use, and provided you keep intact all copyright and proprietary notices. No copying or distribution for any business or commercial use is allowed. No framing, harvesting, "scraping" or other manipulation of the content of the Site is permitted. You will not attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Site; nor will you post to the Site any material, which infringes any intellectual property rights of any third party.

#### Changes to or temporary unavailability of this Site

Every effort is made to keep the Site up and operating smoothly and. However, Paramount takes no responsibility for, and will not be liable for, the Site being temporarily unavailable for reasons of maintenance / improvement, or due to technical issues beyond our control. We may alter, put on hold or stop any aspect of the Site at any time, including the availability of any of the Site features, databases or content. Paramount may amend these Terms of Use at any time by posting amended Terms of Use to the Site. You will be deemed to have agreed to the amended Terms of Use when you next use this Site following any amendment.

#### Termination

We may at our absolute discretion deny you access to this Site (which may include any of the services or information available through it) or any part of it at any time without explanation.

# Liability and Disclaimer

The information held on this Site including any rate quotes or reports are given in good faith and Paramount uses all reasonable efforts to ensure that it is accurate. However, Paramount gives no representation or warranty in respect of such information and all such representations and warranties, whether express or implied, are excluded.

No liability is accepted by Paramount for any loss or damage, which may arise out of any person relying on or using any information on this Site. Paramount will not be liable to any person relying on or using any such information for (a) loss of revenue, loss of actual or anticipated salary; loss of actual or anticipated profits whether arising in the normal course of business or otherwise (including, without limitation, loss of profits on contracts); loss of or damage to employment prospects; loss of opportunity; loss of the use of money; loss of anticipated savings; loss of business; loss of goodwill; loss of or damage to reputation; loss of or corruption to data; loss of management or administration time, legal and other professional fees and expenses; or (b) any indirect or consequential loss or damages however caused (including without limitation by reason of misrepresentation, negligence, other tort, breach of contract or breach of statutory duty) which arise directly or indirectly from the subject matter of this Site. However, nothing in the above shall limit or exclude Paramount's liability for fraud or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

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

We do not guarantee that any client will ask for a candidate's information, or will interview or hire a candidate, or that any

candidates will be available or will meet the needs of any client. We make no representation or warranty as to the final terms and duration of any appointment obtained through this Site. Whilst we take all reasonable endeavours to ensure it is the case, we do not guarantee that any client will keep confidential any candidate information or data provided to them.

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

Your use of the Site and downloads from it, and the operation of these terms and conditions, shall be governed in accordance with the laws of England and Wales. The English courts shall have exclusive jurisdiction over any dispute arising out of the use of this website.

Paramounttradesandlabour.com is the web site for Paramount Trades and Labour Ltd, a company registered in England: Registered Number 07485471 whose registered office is 96a Curtain Rd., London, EC2A 3AA.

In case of any query regarding the information on this web site, please contact info@ptl.agency.

Signed:

Martin Campbell

Managing Director