

# Chesamel Website Terms and Conditions of Use

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE**

## The Terms

These Terms and Conditions of Use (“**Terms**”) tell you the rules for using our website at [www.chesamel.com](http://www.chesamel.com) (“**Website**”), including the permitted uses and prohibited uses.

## Who We Are

Our Website is operated by Chesamel Group Limited (“**we**”, “**our**”, “**us**”). We are registered in England under the company number 08487694 and have our registered office at Pound House, 62a Highgate High Street, London, England, N6 5HX.

When we refer to “**you**” or “**your**”, we mean the person accessing or using the Website or its content.

## Your Acceptance of these Terms

By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must stop using our Website immediately.

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

## Changes to these Terms

We may amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand the terms and conditions that apply at that time.

We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by

us. It is your responsibility to check these Terms from time to time to verify such variations.

## Indemnity

You agree to fully indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Terms by you or any other liabilities arising out of your use of our Website, or the use by any other person accessing the Website using your internet connection.

## Your Personal Data and Links to other Policies

The privacy and protection of your personal data is important to us and we take it very seriously. We will keep it secure and we will fully comply with all applicable privacy regulations and consumer legislation.

If you would like further information on how we may collect or use your personal data or to learn more about the cookies we use, please see our Privacy and Cookies Policy.

## Our Rights

- We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.
- We may transfer our rights and obligations under these Terms to another organisation. We will always inform you if this happens and we will ensure that the transfer will not affect your rights under the contract.

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## Third Party Sites

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the content of those sites or resources.

## Our Services

We offer various services to consumers and organisations through out Website, including but not limited to, talent recruitment, marketing strategy services and cloud services. In the event that you wish to benefit from such services, you will subject to further applicable contract terms with us, which you will be provided with on signing up for such services.

Notwithstanding the foregoing however, whether or not you have signed up for our services, in the event that you indicate your interest to us of a temporary or permanent job listing advertised by a third party on our Website (including but not limited to contacting us to ask for further information), if this results in an engagement of any kind between you and that third party, or an affiliate of that third party, you agree to immediately notify us and pay to us an introduction fee of 25% of your base annual salary, if the role is permanent, or a pro-rata equivalent of this if your role is temporary.

## User-generated Content

This Website may include information and materials uploaded by other users of the Website, for example to bulletin boards, chat rooms or other communication services available on the Website. This information and these materials have not been verified or approved by us.

We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material submitted to these sections of our Website. The views expressed by other users on our Website do not represent our views or values. We may remove or edit any submission to any of our Website's innovative services whether they are moderated or not.

If you wish to complain about content uploaded by other users, please contact us as per the details at the bottom of these Terms.

## How you may use Material on our Website

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws or other applicable laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others to content posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Uploading Content to our Website

Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must comply with the content standards set out in the Acceptable Usage of our Website section below.

You warrant that any such contribution to the Website complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to

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grant us and other users of our Website a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards set out in these Terms.

## Acceptable Usage of our Website

You may use our Website only for lawful purposes.

You may not use our Website:

- In any way that breaches any applicable law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our Website;
- any equipment or network on which our Website is stored;
- any software used in the provision of our Website; or
- any equipment or network or software owned or used by any third party.

You must further comply with the following content standards in relation to any and all material which you contribute to our Website (“**Contribution**”), and to any interactive services associated with it.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with all applicable laws and regulations.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abusive or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.

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- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other third party sites.

Notwithstanding anything else contained in the Terms, a breach of this section of the Terms, or otherwise, may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our Website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

## Viruses

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.

## Our Responsibility for Loss or Damage Suffered by You

- Nothing in these Terms shall be construed as an attempt to exclude our liability for death or personal injury by negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law.
- To the extent permitted by law, the maximum aggregate liability of us and our affiliates for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall be limited to the amount you paid to use the website. Or £100 (one hundred pounds), whichever is the higher.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our Website 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:
  - o use of, or inability to use, our Website; or
  - o use of or reliance on any content displayed on our Website.
- In particular, we will not be liable for:
  - o loss of profits, sales, business, or revenue;
  - o business interruption;
  - o loss of anticipated savings;
  - o loss of business opportunity, goodwill or reputation;
  - o losses that were not foreseeable to you and us when these Terms were formed;
  - o losses that were not caused by any breach on our part; and/or
  - o any special or indirect or consequential loss or damage.

## Events Beyond our Control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including but not limited to, strikes, lock-outs, or

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other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident, or epidemics or pandemics.

## Severance

If any part of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

## Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision of these Terms.

## Applicable Laws and Governing Jurisdiction

These Terms, their subject matter and their formation, are governed by and construed in accordance with the laws of England. You agree that the courts of England will have exclusive jurisdiction.

## How to Contact Us

For any queries regarding these Terms, or at all, please email [info@chesamel.com](mailto:info@chesamel.com) or telephone our customer service line on 0203 371 8331. You can also write to us at the below address:

Chesamel  
Unit 2, South Park Studios,  
88 Peterborough Road, Fulham,  
London,  
SW6 3HH.