

Best Companies Limited Website Terms and Conditions

These Terms and Conditions (“Terms”) govern your access to and use of the Website. By accessing and using the Website you agree that you have read and accept these terms and conditions and that they shall apply to your use. If you do not wish to be bound by these terms and conditions, please leave the Website.

1 Definitions

1.1 **“Best Companies”** means Best Companies Limited a company registered in England and Wales with registered company number 03916471 and VAT registration number GB 753 2332 50;

1.2 **“Login”** means the email address and password chosen and registered by a User and held by Best Companies, which enables such User to have access to certain areas of the Website;

1.3 **“Organisation Information”** means the data relating to Your Organisation and such other information as is made available to you;

1.4 **“Participant Organisations”** means those organisations that participate with Best Companies and whose data is included in the Website;

1.5 **“Services”** means such services as are supplied to you by Best Companies via the URL www.bestcompanies.co.uk, www.bestcompaniesguide.co.uk and secure.bestcompanies.co.uk;

1.6 **“Terms”** means the terms and conditions set out herein;

1.7 **“Use”** means any use of the Website including but not limited to viewing information about Participant Organisations and registering or amending your Login;

1.8 **“User”** means any person who uses the Website;

1.9 **“Your Organisation”** means the Participant Organisation by whom you are authorised to Use the Website.

1.10 “Website” means www.bestcompanies.co.uk www.bestcompaniesguide.co.uk and secure.bestcompanies.co.uk

2 Contact Details

2.1 The Website is owned and operated by Best Companies. Its registered office is at Hamilton House, Rackery Lane, Llay, Wrexham, LL12 0PB. All information supplied on the Website is managed by Best Companies.

2.2 Through the Website you may gain access to the commercial products and Services of Best Companies. In addition to these Terms the provision of such products and Services will be governed by such additional terms as you may be made aware of at the time of purchasing.

2.3 If you have any queries in relation to use of the Website please e-mail enquiries@bestcompanies.co.uk

3 Registration

3.1 In order to register with the Website you are required to submit you're first and last names, email address, and preferred password. If you have any queries about your details on the database, please E-mail enquiries@bestcompanies.co.uk

3.2 When you have completed your registration, you will be asked to submit additional information including your preferred contact details and company information

3.3 We may suspend and/or terminate (either in whole or part) your use of any user name, password or this Website immediately for any reason.

3.4 Clauses 4 to 9 inclusive shall survive termination of these Terms for any reason, and shall be valid and enforceable against you.

4. Use of the Website

4.1 By Using the Website you warrant that you have the right, authority and capacity to enter into and be bound by these Terms, that you have the authority of your Organisation to access the Website, and that you agree to be bound by these Terms forthwith.

4.2 Before purchasing the Services you must read and agree to the relevant terms and conditions.

4.3 In the event that Best Companies, in its sole discretion, considers that you are making any illegal and/or unauthorised use of the Website, and/or your use of the Website is in breach of these Terms, Best Companies reserves the right to take any action that it deems necessary, including terminating without notice your use of the Website in accordance with clause 9 and, in the case of illegal Use, instigating legal proceedings.

4.4 Best Companies may suspend or restrict the use of the website or any part thereof for any reason whatsoever, including but not limited to repairs, planned maintenance or upgrades, and shall not be liable to you for any such suspension.

4.5 Best Companies reserves the right to make any changes to the Website or to discontinue any aspect or feature of the Website without notice.

4.6 The website must not be used for third party recruitment

5. Term and Termination

5.1 These Terms will remain in full force and effect while you are a User of the Website.

5.2 You may cease to be a User at any time, for any reason, effective within 5 days of receipt by Best Companies of your written or email notice of termination, sent to the address detailed in clause 2.

5.3 Best Companies may, at any time and for any reason, terminate these Terms with you, deny you access to the Website and delete your Login. Best Companies will send you notice of any termination to the email address provided by you during your registration or to such other email address as you provide to us.

5.4 In the event of termination of these Terms for any reason, you must not attempt to Use the Website and you must immediately destroy all information downloaded or printed off the Website.

5.5 The Participant Organisation may remove an Advertisement from the Website before the Advertisement has reached its expiry

5.6 Best Companies reserves the absolute right, without giving any reasons, to decline, cancel or remove any Advertisement or provision of Services for any reason and at any time without prior notice.

5.7 No Advertisement or Service which indicates, or can reasonably be understood as indicating, an intention to discriminate on grounds of sex, race or age may be posted unless it is exempted from the requirements of the Sex Discrimination Act or the Race Relations Act or the Age Discrimination Act. A statement must be made at the time the Advertisement is placed or Service used saying which of the exemptions in the Act(s) is considered to apply.

5.8 Best Companies will use its reasonable endeavours to publish the Advertisement or provide the Services on the agreed date. Best companies does not accept liability for any consequences, howsoever arising, due to error or delay in provision of Services and has the right at its sole discretion to decline to publish or omit, suspend or change the position of any advertisement accepted by it.

5.9 Best Companies may at its discretion and without prior notice, report any advertisement which in its reasonable opinion is being used for an improper or illegal purpose by a Participant Organisation to the relevant authorities including, without limitation, the Department of Employment, the Office of the Information Commissioner and the Recruitment and Employment Confederation. Best Companies may also disclose information about any Participant Organisation to any third party, as Best Companies shall deem necessary to protect its interests or the interests of Participant Organisation's, recruiters, job applicants and/or other users of the Website.

5.10 Best Companies shall be entitled at anytime without notifying the Participant Organisation to make changes to the Services, which are necessary to comply with any applicable security or other statutory requirements and shall determine the manner in which the Services are provided.

6. Intellectual Property

6.1 In consideration of you complying with these Terms, Best Companies grants to you a non-commercial, non-exclusive, non-transferable, royalty-free licence to view, use, copy, edit, download, print and incorporate into other materials the Organisation Information, provided that it is for the internal business purposes of Your Organisation only.

6.2 Best Companies has sole and exclusive ownership of all right, title, and interest in and to the Website, including all copyright and any other intellectual property rights therein. These Terms shall not be construed to convey title to or ownership of the Website or the data contained therein to the User. All rights in and to the Website not expressly granted to User are reserved by Best Companies.

6.3 Subject to the limited licence granted in clause 6.1 above, you are expressly prohibited from:

6.3.1 Reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Website; and

6.3.2 removing, modifying, altering or using any registered or unregistered marks/logos owned by Best Companies, including but not limited to the marks "Best Companies™", "Workplace Insight Tool™", "Project Manager Online™" and doing anything which may be seen to take unfair advantage of the reputation and goodwill of the Website or could be considered an infringement any of the intellectual property rights owned and/or licensed to Best Companies without first obtaining the written permission of Best Companies.

7. Warranties and Liabilities

7.1 Subject to the terms and conditions governing the supply of the Services, Best Companies provides Users with the Website free of charge and, to the maximum extent permitted by law, Best Companies shall not be liable for any loss, injury or damage caused in whole or in part by the Website or the information provided therein, or by any failure, delay, interruption or otherwise of the provision of the Website or the information provided therein, or by Best Companies' failure to perform any of its obligations under these Terms.

7.2 In no event shall Best Companies be liable for any special, indirect, incidental or consequential damages, including loss of profits and goodwill, business or business benefit, or the cost of procurement of substitute products or Services by User even if advised of the possibility of such damages.

7.3 The information provided on the Website by Best Companies is intended as information only and does not constitute advice. Therefore, it must not be relied on to assist in making or refraining from making a decision, or to assist in deciding on a course of action.

7.4 Best Companies does not screen candidates and takes no responsibility for the suitability or competence of candidates and can not be held responsible for persons taking a position within the participant company and being unsuccessful later.

7.5 Where the Website includes views, opinions, advice and recommendations, these views, opinions, advice and recommendations are not endorsed by Best Companies and, to the maximum extent permitted by law, Best Companies shall not be liable on account of the accuracy, defamatory nature, completeness, and timeliness or otherwise of such views, opinions, advice and recommendations.

7.6 Best Companies cannot guarantee and does not promise any specific results from Use of the Website. To the maximum extent permitted by law, Best Companies expressly excludes all representations, warranties, obligations and liabilities in connection with the Website or other third party websites, and the information provided therein, including but not limited to warranties of merchantability, non-infringement of intellectual property, accuracy, completeness, fitness for a particular purpose, free of viruses or otherwise.

7.7 You may access other websites via hypertext links from the Website. You use such links and other websites entirely at your own risk. Such websites are provided by independent third parties and Best Companies accepts no responsibility for the availability, content or use of such websites or information contained on them.

8 Indemnity

8.1 You agree to indemnify and to keep Best Companies indemnified from and against any costs, claims, demands, expenses and liabilities suffered or incurred by Best Companies arising from or which is directly or indirectly related to your access to and/or Use of the Website and/or any other person or entity's use of the Website where such person or entity was able to access the Website using your password.

9. Data Protection and Privacy Policy

9.1 Best Companies is committed to protecting (i) the privacy of Users; and (ii) the confidentiality of the information provided to it by Users Using the Website.

9.2 Best Companies is the data controller of your data submitted using the Website. Best Companies is registered under the Data Protection Act 1998 (DPA) and Best Companies comply with the DPA in all our dealings with your personal data.

9.3 Best Companies reserves the right to gather information relating to Use of the Website. By Using the Website you consent to collection and use of this information by Best Companies.

10. General

10.1 You may print and keep a copy of these Terms, which, subject to the terms and conditions governing the supply of the Services, form the entire agreement between you and Best Companies and supersede any other communications or advertising with respect to the Website.

10.2 These Terms may only be modified with the prior written consent of Best Companies. Best Companies may alter or amend these Terms at any time, with immediate effect without notice. By continuing to Use the Website after such alteration, you will be deemed to have accepted any amendment to these Terms.

10.3 These Terms and their performance shall be governed by and construed in accordance with and the parties hereby submit to the exclusive jurisdiction of the laws of England and Wales.

10.4 You shall comply with all U.K., U.S., foreign and local laws and regulations which apply to your Use of the Website in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

10.5 You agree that because of the unique nature of the Website and Best Companies' proprietary rights therein, a demonstrated breach of these Terms by you would irreparably harm Best Companies and monetary damages would be inadequate compensation. Therefore, you agree that Best Companies shall be entitled to preliminary and permanent injunctive relief, as determined by any court of competent jurisdiction to enforce the provisions of these Terms.

10.6 If any provision of these Terms is declared void, illegal, or unenforceable, the remainder of these Terms will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

10.7 Any failure by any party to these Terms to enforce at any time any term or condition under these Terms will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of these Terms.

11. Services

11.1 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

11.2 Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Best Companies and such third parties shall not be entitled to enforce any term of these Terms against Best Companies.

12. Obligations of the Participant Organisation

12.1 The Participant Organisation hereby undertakes and warrants to Best Companies:

12.2 To use all necessary precautions against access of the Website (or any website that is, or may become linked to any website) by any unauthorised persons, including but not limited to, the use of user names and passwords and the securing of information relating to communications between the Participant Organisation's hardware and the rest of the Website.

12.3 To comply with the provisions of the Data Protection Act 1998 or relevant legislation with regard to any Applicant information received by it and in particular to keep such information confidential.

12.4 The reproduction and/or publication of the Advertisement by Best Companies as originally submitted or as amended will not breach any agreement or infringe or violate any right of any person or render Best Companies liable to any proceedings whatsoever and the Participant Organisation indemnifies Best Companies against all costs, claims, damages, loss, expenses and liabilities suffered or incurred by Best Companies as a result of this undertaking and warranty being incorrect.

12.5 Each Advertisement is legal, decent, honest and truthful and complies with all applicable laws, rules, regulations and codes relating to advertising as may be appropriate.

12.6 No Advertisement contains any data, image or other material which;

- (a) is offensive, obscene or indecent, or capable of being resolved into obscene or indecent images or material;
- (b) is defamatory, threatening or racially, ethnically or otherwise objectionable;
- (c) is designed or likely to cause annoyance, inconvenience, unwanted attention or needless anxiety to any other person;
- (d) infringes the rights (including, without limitation, the intellectual property rights) of another person or organisation;

(e) is designed or likely to cause disruption to any computer system or to any network;

(f) is illegal or designed or likely to induce an illegal act.

12.7 The Participant Organisation acknowledges that it is not vested with any proprietary rights in respect of the Website, or any CV or other information submitted by any Applicant.

12.8 The Participant Organisation shall indemnify Best Companies against all claims made by the third parties in respect of the misuse of the data supplied to the Participant Organisation.

12.9 The Participant Organisation shall obtain from the job applicant, as much information about the Applicant's qualifications and experience, as is necessary for determining whether the Applicant is suitable for employment, and shall ascertain that the Applicant has such qualifications as are required by law.

12.10 The Participant Organisation shall ensure that the job applicant is fully aware of any conditions imposed by law, which must be satisfied by the job applicant and that any employment resulting there from shall be legal.

12.11 The Participant Organisation agrees not to employ, or make arrangements to employ, a young person (being a person under the age of 18) who is attending, or has ceased to attend school, unless the Participant Organisation has made all such enquiries as are reasonably practicable for the purposes of ascertaining that the young person has received vocational advice.

12.12 The Participant Organisation will obtain at least two character references from suitable persons, not being relatives of the Applicant but being resident or based in the vicinity of the normal place of residence of the job applicant, in respect of any applicant applying for a job in the United Kingdom where the job applicant is resident outside the United Kingdom, and in any event not offer employment to an applicant where the rate of repayment of any advance of fare is 1/8th or more of the applicant's basic weekly pay or the total amount to be repaid is more than three weeks' pay in the job.

12.13 The Participant Organisation shall ensure that the job applicant, before departing for the employment, receives a written statement in a language they understand giving full details of their employment.

12.14 The Participant Organisation agrees to keep a written record of all job applications, for a period of not less than one year from the date of employment or, where no employment results, from the date the job application is rejected.

12.15 The Participant Organisation shall:

a) Use all CVs supplied for the sole purpose of endeavoring to provide or locate suitable employment on behalf of job applicants;

b) Ensure that it is notified as a data controller to the Office of the Information Commissioner under the Data Protection Act 1998 to the extent that it applies and complies with its obligations under that Act;

c) Keep confidential the CVs and all other information supplied by Best Companies or Candidates to the Participant Organisation or its employees or agents and shall only use such information for such agreed purpose if endeavoring to seek or provide employment opportunities for job applicants with their express consent in respect of the CVs;

Obtain the express consent of a job applicant prior to submitting his or her CV to any person;

Not submit, copy, supply, re-sell, distribute or make available in any way any CVs or other information received from Best Companies to any person.

