



General Terms

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1.0 GENERAL TERMS

Please read these Website General Terms of Use (“General Terms”) carefully before using this website (the “Site”) and its services (the “Services”). Using the Site and Services indicates that you accept these General Terms. If you do not accept these General Terms, do not use the Site and Services offered by EMPS.

If we change these General Terms, we will post the revised document here with an updated effective date. If we make significant changes to these General Terms, we may also notify you by other means such as sending an email or posting a notice on our home page.

2.0 INFORMATION ABOUT US

The Site and its services are operated by Employers Mutual Protection Services, trading as EMPS (“we”, “our” or “us”) (Company registration number: 00878594 whose registered office is at 130 Shaftesbury Avenue, London, W1D 5EU). You can contact us using the following email address: info@emps.co.uk

Our services are provided through online portal, technology provided by Complygate. All terms and conditions apply to EMPS and Complygate technology.

3.0 ACCESS TO THE SITE AND SERVICES

- 3.1 Subject to any contractual obligations we may owe to any users of our paid services, we shall not be liable if for any reason the Site and Services are unavailable at any time or for any period.
- 3.2 From time to time, we may restrict access to all or some parts of the Site and Services to users who have registered with us.





3.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

3.4 We reserve the right to restrict or deny you access to all or some parts of the Site and Services if, in our opinion, you have failed to comply with these General Terms.

By using our Site you accept these General Terms

By using our Site, you confirm that you accept these General Terms of use and that you agree to comply with them.

If you do not agree to these General Terms, you must not use our Site.

We recommend that you print a copy of these General Terms for future reference.

There are other terms that may apply to you

These General Terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our Privacy Policy

We may make changes to these General Terms

We may amend these General Terms from time to time. Every time you wish to use our Site, please check these General Terms to ensure you understand the terms that apply at that time. These General Terms were most recently updated on 12.11.2022

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs, fix any bugs and our business priorities.

We may suspend or withdraw our Site.

Our Site is made available free of charge.

We do not guarantee that our Site, 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 Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Site is only for users in the UK

Our Site is directed to people residing in the United Kingdom. We do not represent that content available on or through our Site is appropriate for use or available in other locations.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.



We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@emps.co.uk

Do not rely on information on this Site

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

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

4.0 INTELLECTUAL PROPERTY AND PERMITTED USE

- 4.1 We are the owner or licensee of all intellectual property rights in the Site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 You may print and download extracts from the Site and Services for personal non-commercial use on the following basis:
 - 4.2.1 no documents or related graphics are modified in any way;
 - 4.2.2 no graphics are used separately from accompanying text; and
 - 4.2.3 no copyright and trade mark notices are removed.
- 4.3 You agree not to:
 - 4.3.1 use the Site and Services for commercial purposes without obtaining our prior written agreement;
 - 4.3.2 copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any content of the Site and Services except as permitted above.

5.0 MATERIAL SUBMITTED BY YOU

- 5.1 Except for information that identifies you personally (e.g. your name, address, telephone number, email address and CV), any material which you submit will be considered non-confidential and non-proprietary such that we shall have the right to use, copy, distribute and disclose it to third parties for any purpose.
- 5.2 You agree not to submit any material:
 - 5.2.1 that is false, misleading, defamatory, discriminatory, threatening, offensive, abusive, likely to cause someone anxiety or distress, encourages violence or racial or religious hatred, blasphemous, pornographic, in breach of confidence, in breach of privacy; or

- 5.2.2 that infringes any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material; or
- 5.2.3 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
- 5.2.4 which encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful.
- 5.3 We are not obliged to use material submitted by you and we may remove from the Site, the Services and our database any of the material submitted by you at our sole discretion.
- 5.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone submitting material in breach of clause 4.2.
- 5.5 We will not be responsible, or liable to any third party, for the content or accuracy of any materials submitted by you.
- 5.6 We are not responsible for websites we link to.
- 5.7 This Site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.
- 5.8 If you wish to complain about information and materials uploaded by other users please contact us on info@emps.co.uk.

6.0 DATA PROTECTION AND PRIVACY

We use and process your personal information in accordance with our Privacy Policy.

We hold a data protection registration no: Z5301407 and comply with the Data Protection Legislation which for the purposes of this clause shall mean (i) the General Data Protection Regulation (EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

7.0 THIRD PARTY CONTENT AND LINKS

We are not liable or responsible for the third party content on the Site and in the Services. Third party content includes, for example, material posted by other users of the Site and Services, job vacancy advertisements and display advertising.

Where the Site and Services contain links to other sites and resources which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or responsible for the content of third party sites or resources.

We have no control over the contents of those sites or resources.

Where our Site contains links to other sites 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.

8.0 OUR LIABILITY

- 8.1 The material contained on the Site and in the Services is for information purposes only and does not constitute advice. You should carry out your own check in respect of any information on the Site and in the Services and use your own judgement before doing or not doing anything on the basis of what you see. Unless expressly stated in writing by us or required by law, we give no warranties of any kind in relation to the materials on the Site and in the Services.
- 8.2 We are not liable for:
- 8.2.1 any action you may take as a result of relying on any information/materials provided on the Site and in the Services or for any loss or damage suffered by you as a result of you taking such action; or
 - 8.2.2 any dealings you have with third parties (e.g. other users or advertisers) that take place using or facilitated by the Site and Services; or
 - 8.2.3 any liability for losses which are not a foreseeable or likely consequence of (i) your use of the Site and Services, or (ii) a breach by us of these General Terms.
- 8.3 We are not responsible if you cannot use the Site and Services properly or at all because of any event outside our control (e.g. the performance of your or our internet service provider, your browser, online breach or the internet.)
- 8.4 The Site and Services rely in part on software to work. Whilst we monitor the Site and Services and try to fix bugs promptly, we do not guarantee that the Site and Services will be error free, available all the time and/or free from viruses.
- 8.5 In particular:
- 8.5.1 If you are a business user:
 - (a) We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
 - (b) 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:
 - (i) use of, or inability to use, our site; or
 - (ii) use of or reliance on any content displayed on our site.
 - (c) In particular, we will not be liable for:
 - (i) loss of profits, sales, business, or revenue;
 - (ii) business interruption;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity, goodwill or reputation; or
 - (v) any indirect or consequential loss or damage.
 - 8.5.2 If you are a consumer user:
 - (a) 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.

- (b) If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

Nothing in these General Terms affects any liability which we may have for death or personal injury arising from our negligence, fraud or any other liability which cannot be excluded or limited by law.

We are not responsible for viruses and you must not introduce them.

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

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

You must not misuse our Site 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 Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

9.0 VALIDITY OF THESE GENERAL TERMS

If any part or provision of these General Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

10.0 APPLICABLE LAW AND JURISDICTION

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.



11.0 TERMS AND CONDITIONS DETAILS

Document Type	Terms and Conditions	Policy	General Terms and Conditions
Approved By	Jenni Jetzer Group People Director	Version Number	1.0
Date First Issued	November 2022	Last Review Date	22 November 2022