

Outside IR35 Roles

WEBSITE TERMS AND CONDITIONS

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<https://www.outsideir35roles.com> and <https://www.outsideir35.co.uk> (“our website”) is operated by Outside IR35 Roles Limited, a private limited company, incorporated and registered in England and Wales with company number 13467159, whose registered office is at Unit A07, Arena Business Centre, Holyrood Close, Poole, England, BH17 7FJ, and VAT number is 384070301, trading as **Outside IR35 Roles** (“we”, “us”, “our”).

Outside IR35 Roles provides contractor recruitment services. Our website operates as an online job board, enabling recruiters and end hirers to post contract role advertisements and search for suitable contractors. If you would like to contact us about the terms of use of our website, please contact us at admin@outsideir35roles.com.

BY USING OUR WEBSITE, YOU ARE AGREEING TO THE FOLLOWING TERMS OF USE

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1. THESE TERMS OF USE

- 1.1 Our Website Terms and Conditions were last updated on 5th October 2021. By using our website, you confirm that you accept these terms and that you agree to comply with them. If you do not agree, you must not use our website or services.
- 1.2 We keep our terms under regular review and may amend them from time to time. Every time you wish to use our website, please check to ensure you understand the terms of use that apply at that time.
- 1.3 Our Website Terms and Conditions refer to the following additional terms, which also apply to your use of our website:
 - 1.3.1 Outside IR35 Role's Privacy Policy: <https://outsideir35roles.com/privacy-policy/>; and
 - 1.3.2 Outside IR35 Role's Cookies Policy: <https://outsideir35roles.com/cookie-policy/>.
- 1.4 You are also responsible for ensuring that anyone who accesses our website through your internet connection are aware of these terms and any other applicable terms of use of our website, and that they comply with them.
- 1.5 We recommend that you print a copy of these documents for future reference.

2. YOUR ACCOUNT DETAILS

- 2.1 You may create a personal account on our website that requires a username or password.
- 2.2 If you choose or are provided with a user identification code, username, 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. If you know or suspect that anyone else knows your user identification code or password, you must promptly notify

us.

- 2.3 It is your responsibility to update your account details so that you are providing up to date, correct, complete, and accurate information.
- 2.4 You must not use a false email address, pretend to be someone else, or otherwise mislead anyone as to the user of our website and services, or the origin of any comments you make on our website or submissions to Outside IR35 Roles or any other users.
- 2.5 If we have reasonable grounds to suspect that any information is false, incomplete, or inaccurate, we have the right to suspend or terminate your registration.
- 2.6 Outside IR35 Roles has the right to disable any profile created on our website at any time if, in our opinion, you have failed to comply with any of the provisions of these terms.
- 2.7 By creating an account on our website, you consent to receive communications from the Outside IR35 Roles by the email address provided.

3. IF YOU REGISTER AS A LIMITED COMPANY CONTRACTOR

- 3.1 If you sign up to use our services, we will ask for minimal information to maintain your account (for example, contact details, business resume or CV and cover letter, job title, etc.) so we can support you in finding an appropriate role.
- 3.2 We may also ask and record your consent to share your business resume or CV and other application information with recruiters and end hirers. If you give us consent to do this, we will use the keywords you provide to supply your application information to recruiters who we think will be interested. You can ask us to stop doing this at any time by removing your business resume or CV from your account.
- 3.3 For more information about how we will use your personal information, please see our Privacy Policy.
- 3.4 As a limited company contractor, you agree that any rights you have under any applicable employment, equality, or discrimination laws may only be asserted against the recruiter or end hirer who contracted you as a result of using our website.
- 3.5 It is also your responsibility to ensure that any role advertised by the recruiter or end hirer is suitable for your purposes before accepting any contract role.

4. IF YOU REGISTER AS A RECRUITER OR END HIRER

- 4.1 If you sign up to use our services, we will ask for minimal information to maintain your account (for example, contact details, etc.) so you can advertise roles available at your business on our website.
- 4.2 Once you have registered you will be able to post, and it will be your discretion what personal information you include in your advertisement.
- 4.3 For more information about how we will use your personal information, or how you must use or process any personal data you obtain through our website, please see our Privacy Policy.

5. THE CONTENT ON OUR WEBSITE

- 5.1 Our website acts as a job board for recruiters, end hirers, and limited company contractors. The content on our website is provided for general information only and 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 website.
 - 5.1.1 For example, we may post blogs relating to relevant topics (such as IR35 and insurance). In this case for example, you must not rely on our blogs for financial advice.
 - 5.1.2 For example, if we provide CVs or business resumes to you, as a recruiter or end hirer you must be aware that the introduction of such CVs or business resumes does not constitute our approval of the contractor for the relevant contract vacancy. You must make your own judgement and checks before engaging a limited company contractor.
- 5.2 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.
- 5.3 Our website may include information and materials uploaded and posted by other users (for example, contract role advertisements, CVs, and business resumes). This information and these materials have not been verified or approved by us. Any views expressed by other users on our website do not represent Outside IR35 Role's views or values.

5.4 Outside IR35 Roles also cannot guarantee or make any endorsement or representations to the accuracy, validity, reliability, or honesty of user and third party generated content, and shall not be liable for or in connection with any errors or omissions in user or third party generated content, including loss or damage caused by your reliance on such content.

6. HOW YOU MAY USE MATERIAL ON OUR WEBSITE

6.1 Outside IR335 Roles shall own all intellectual property rights which are existing or created in the provision of services. Nothing in our terms is intended to transfer any title, right, or interest in such intellectual property rights to any other person or entity.

6.2 We are the owner/licensee of all intellectual property rights in our website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

6.3 You may draw the attention of others within your organisation to content posted on our website, provided that you do so in a fair, legal way that does not attack or damage our reputation or take advantage of it.

6.4 You may print one copy and download extracts of any pages from our website for your personal use, but you must not modify in any way the paper or digital copies of any materials you have printed or downloaded.

6.5 You are prohibited from using our website or any of its content: for any unlawful purpose; to solicit other to perform or participate in any unlawful acts; to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; to infringe upon or violate our intellectual property rights or the intellectual property rights of others; to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate; to submit false or misleading information; to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our service, any related site, or the internet; to collect or track the personal information of others; to spam, phish, pharm, pretext, spider, crawl, or scrape; for any obscene or immoral purpose; or to interfere with or circumvent the security features of our service, any related site, or the internet.

- 6.6 You must not use any illustrations, photographs, graphics, or video or audio sequences separately from any accompanying text. Outside IR35 Role's status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 6.7 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.
- 6.8 You must use your own judgement in using content provided by other users of the website. We are not responsible for such content and as such, using user-generated content is at your own risk.
- 6.9 If you print, copy, download, or use any part of our website in breach of these terms, 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.

7. UPLOADING CONTENT TO OUR WEBSITE

- 7.1 You are solely responsible for any postings or comments you make on our website, and for their accuracy. This also applies to business resumes, CVs, and contract role advertisements uploaded to our website. We take no responsibility and assume no liability for any content uploaded or posted by you and other users of our website.
- 7.2 You must not post any prohibited content to our website (including, but not limited to, any content that is indecent, illegal, obscene, pornographic, threatening, offensive, libelous, defamatory, or otherwise objectionable). You also agree that your content does not violate the rights of any third party, including and without limitation, intellectual property rights, copyright, trademark, privacy, personality, or other personal or proprietary rights).
- 7.3 You must only post advertisements for roles that are outside IR35. Before you post or upload a contract vacancy, you must ensure that you have assessed the role and confirm that it is outside IR35. It is your responsibility to take care in your assessment, in consideration of clause 7.4.
- 7.4 All advertisements for positions inside IR35 will immediately be removed and you will not be refunded for any posting credits you have used to upload the advert. If you do not comply, you are liable to Outside IR35 Roles and shall pay compensation at our discretion.

- 7.5 Whenever you make use of a feature that allows you to upload or post content to our website, or to make contact with other users of our website, you must comply with the content standards set out in these terms and all other policies on our website.
- 7.6 You warrant that any such contribution does comply with those standards, and that you will be liable to Outside IR35 Roles 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.
- 7.7 Outside IR35 are under no obligation to monitor content but has the right to immediately remove any upload or posting you make on our website, and to cease your right to use our website if, in our opinion, your post does not comply with the content standards set out in these terms and all other policies on our website.
- 7.8 Any content you upload to our website will be considered non-confidential and non-proprietary.
- 7.9 You retain all ownership rights in the content you upload to our website, but you grant us an unlimited licence to use, store, and copy that content and to distribute and make it available to third parties.
- 7.10 Outside IR35 Roles also has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website, constitutes a violation of their intellectual property rights, or of their right to privacy.
- 7.11 Please be aware, you are solely responsible for securing and backing up your content.
- 7.12 Please contact us if you wish to complain about information and materials uploaded by other users.

8. SAFEGUARDING OUR WEBSITE

- 8.1 Though we take steps to provide a secure and safe website (for example, using a virus checker for business resumes and CVs uploaded by users) we do not guarantee that our website will be secure or free from bugs or viruses, or other harmful components.
- 8.2 You are responsible for installing your own virus protection software and configuring your information technology, computer programmes, and platform to access our website.

- 8.3 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful.
- 8.4 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.
- 8.5 You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack.
- 8.6 Whilst we aim to protect your information and prevent unauthorised access, any information you share with us is transmitted at your own risk.
- 8.7 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 will co-operate by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

9. LINKING TO OUR WEBSITE

- 9.1 You may link to the home page of our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 9.2 Our website must not be framed on any other site, nor may you create a link to any part of our website, other than the home page.
- 9.3 You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- 9.4 You must not establish a link to our website in any site that is not owned by you.
- 9.5 Outside IR35 Roles reserves the right to withdraw linking permission without notice.
- 9.6 If you wish to link to or make any use of any content on our website (other than that set out above), please contact us.

10. THIRD-PARTY RESOURCES

- 10.1 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Outside IR35 Roles has no control over the contents of those sites or resources, and such links should not be interpreted as approval

by us of those linked sites or the information you may obtain from them.

10.2 You must use your own judgement when interacting with third-party links, sites, applications, or resources as using such content is at your own risk.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 Whether you are a consumer or a business user:

11.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, and for fraud or fraudulent misrepresentation.

11.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any product or service to you.

11.2 If you are a business user:

11.2.1 Outside IR35 roles exclude all implied conditions, warranties, representations, or other terms that may apply to our website or any content on it.

11.2.2 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 the use of or inability to use our website, or the use of or reliance on any content displayed on our website.

11.2.3 In particular, Outside IR35 Roles will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings, business opportunity, goodwill, or reputation; or any indirect or consequential loss or damage.

11.3 If you are a consumer user:

11.3.1 Please note, we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and that we have no liability to you for any business interruption, loss of profit, loss of business, or loss of business opportunity.

11.3.2 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.

11.4 The website is provided as an advertisement platform only. Outside IR35 Roles does not act as an employment agency, and/or an employment business in respect of the website. This means that Outside IR35 Roles does not have the obligations of an employment agency and/or employment business under the applicable laws, including any obligation to confirm the identity and/or suitability of a particular contractor for a particular contract vacancy (or vice versa).

11.5 The website is provided as an advertisement platform only. Outside IR35 Roles does not act as a recruitment agency, and/or a recruitment business in respect of the website. This means that Outside IR35 Roles does not have the obligations of a recruitment agency and/or a recruitment business under the applicable laws, including any obligation to confirm the identity and/or suitability of a particular contractor for a particular contract vacancy (or vice versa).

12. WE MAY MAKE CHANGES TO OUR WEBSITE

12.1 We may update and change our website from time to time to reflect changes to our services, our users' needs, and our business priorities, but have no obligation to do so except as required by law.

12.2 We will try to give you notice of any major changes, but it is ultimately your responsibility to monitor changes to our website.

13. WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

13.1 Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our website for scheduled maintenance, or other business and operational reasons.

13.2 If for any reason our website is unavailable and you have posted an advertisement for a

period of 30 days, it is at our discretion whether to extend the time that the advertisement is listed, and refunds shall not apply unless otherwise agreed by Outside IR35 Roles in writing.

14. GOVERNING LAW AND JURISDICTION

14.1 If you are a consumer, please note that these terms, their subject matter and formation, and any non-contractual disputes or claims, are governed by the law of England. We both agree that the courts of England and Wales will have exclusive jurisdiction.

14.2 If you are a business, these terms, their subject matter and formation, and any non-contractual disputes or claims, are governed by the law of England. We both agree that the courts of England and Wales will have exclusive jurisdiction.

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