



## PRIVACY POLICY AND TERMS OF USE

Your use of Swan IT Solutions website is subject to the following terms & conditions, which you are deemed to accept each time you use the website.

### **Privacy Policy**

Swan IT Solutions take the privacy of our clients, candidates and visitors seriously. When visiting our website, we may gather information about you. We are committed to maintaining customer privacy and to the maintenance of the security of all personal data that is received. Therefore, this policy guides you through which potentially private data we may gather and how you can get in touch should you have any concerns or questions.

### **Interruptions and Omissions in Service**

Whilst we try to ensure that the standard of this website remains high and to maintain the continuity of it, the internet is not an inherently stable medium, and errors, omissions, interruptions of service and delays may occur at any time. We do not accept any liability arising from any such errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate this website (or any particular part of it) or to provide the service offered on this website. We may vary the specification of this site from time to time without notice.

### **Information on this Site**

Whilst we make every effort to ensure that the information on this site is accurate and complete, some of the information is supplied to us by third parties and we are not able to check the accuracy or completeness of that information. We do not accept any liability arising from any inaccuracy or omission in any of the information on this site or any liability in respect of information on this site supplied by you, any other site user or any other person.

### **Links to other Sites**

On this site you may be offered automatic links to other sites which we hope will be of interest to you. We do not accept any responsibility for or liability in respect of the content of those sites, the owners of which do not necessarily have any connection, commercial or otherwise, with us. Using automatic links to gain access to such sites is entirely at your own risk.

### **Information Submitted by You**

We will use information supplied by you (including, without limitation, sensitive personal data) to aid the recruitment process and associated administrative functions. This involves us, amongst other things, processing and storing information (including, without limitation,



sensitive personal data) and passing or making available online such information to prospective employers and clients; information about vacancies and placements will be

passed to candidates and may be posted directly onto the website. We use third parties to help us process your information as part of the recruitment process. We may collect and aggregate data from the information supplied by you to help us to understand our users as a group so that we can provide you with a better service. We may also share aggregate information with selected third parties, without disclosing individual names or identifying information. You consent to us using information provided by you (including, without limitation, sensitive personal data) in each of these ways.

We will process any data which you provide and any further forms, assessments or personal details which you complete or provide to us when using this site in accordance with UK data protection legislation.

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by us outside the EEA by submitting your personal data, you agree to this transfer, storing or processing.

### **Your Use of this Site**

You may only use this Site for lawful purposes when seeking employment or help with your career or when recruiting staff. You must not under any circumstances seek to undermine the security of the Site or any information submitted to or available through it. In particular, but without limitation, you must not seek to access, alter or delete any information to which you do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of this Site or attempt to decipher, disassemble or modify any of the software, coding or information comprised in the Site.

You are solely responsible for any information submitted by you to this site. You are responsible for ensuring that all information supplied by you is true, accurate, up-to-date and not misleading or likely to mislead or deceive and that it is not discriminatory, obscene, offensive, defamatory or otherwise illegal, unlawful or in breach of any applicable legislation, regulations, guidelines or codes of practice or the copyright, trade mark or other intellectual property rights of any person in any jurisdiction. You are also responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to this site. We reserve the right to remove any information supplied by you from the website at our sole discretion, at any time and for any reason without being required to give any explanation.

### **Cookies**

Cookies are small text files placed on your device when you visit a website. It is generated by a web page server and can be used by that server whenever the user visits the site.



Swan IT Solutions uses the following cookies:

Google Analytics - This gather anonymised data about how you use the site

3rd party Advertising - If you entered our website through one of our online campaigns on other site or via email, we will store information about this campaign along with your registration. This information will be used internally to measure the effectiveness of our campaigns. To support this functionality, we use a cookie that expires after 60 days.

Website Cookies - This cookie allows us to remember user details

Email - This cookie allows us to track emails

We will not use cookies to collect personally identifiable information about you. However, if you wish to restrict or block the cookies which are set by us, or indeed any other website, you can do this through your browser settings. The Help function within your browser should tell you how.

Alternatively, you may wish to visit [www.aboutcookies.org](http://www.aboutcookies.org) which contains comprehensive information on how to do this on a wide variety of browsers. You will also find details on how to delete cookies from your computer (including those from this visit) as well as more general information about cookies.

## **Terms of Business**

Each employment assignment or placement arising as a result of an introduction made by Swan IT Solutions will be subject to our standard Terms of Business as they are applicable in the circumstances. All prospective employers and clients for whom we arrange assignments or placements will be provided with a copy of the Terms of Business applicable to them at or following registration.

## **Liability**

We accept no liability for any loss (whether direct or indirect, for loss of business, revenue or profits, wasted expenditure, corruption or destruction of data or for any other indirect or consequential loss whatsoever) arising from your use of the site and we hereby exclude any such liability, whether in contract, tort (including for negligence) or otherwise. We hereby exclude all representations, warranties and conditions relating to this website and your use of it to the maximum extent permitted by law.

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

You must notify us immediately if anyone makes or threatens to make any claim against you relating to your use of this site.



## **Content Rights**

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## **Sensitive data received and processed**

Swan IT Solutions receives and processes sensitive personal data only so far as is necessary to ensure it conforms with legal requirements, for example under the equality of opportunity laws and the asylum and immigration legislation. By using this website and by supplying your details to Swan IT Solutions, you consent to the company collecting and processing sensitive personal data supplied by you and disclosing this information to prospective employers and clients in connection with the recruitment process.

## **Sharing and disclosure**

Swan IT Solutions does not share or rent any personal information received with third parties unless:

You have specifically consented to allow Swan IT Solutions to share your personal information with third party organisations. You are seeking employment with a third-party organisation through the services of Swan IT Solutions and, for the purpose of evaluating your suitability, the third-party organisation requests some or all of the information you have supplied us for this purpose. It is to enable Swan IT Solutions to provide a product or service you have requested. Swan IT Solutions is required to do so by legal process or in response to a court order or other legitimate request by a relevant authority.

## **Choice of Law and Jurisdiction**

The use of this website and any agreements entered into through this website are to be governed by and construed in accordance with English law. The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of this website or any agreement made through this website.

## **Changes to Terms and Conditions and Invalidity**

These website terms and conditions may be changed by us at any time. You will be deemed to accept the terms and conditions (as amended) when you next use this site following any amendment.



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