



Hospitality recruitment from the industry, for the industry

## **Terms of Business - Evolve Hospitality ([www.evolvehospitality.co.uk](http://www.evolvehospitality.co.uk))**

### **Terms & Conditions**

#### **Conditions of Use**

The use of, access to or the submitting of information to Evolve Hospitality's ('Evolve') Website (the '[www.evolvehospitality.co.uk](http://www.evolvehospitality.co.uk)') shall be deemed acceptance of these terms and conditions ('Terms'). These Terms may be altered from time to time and the continued use of, access to or the submitting of information to the Website will be deemed acceptance of the altered Terms.

#### **Contents of the Website**

All information contained on the Website is for general information purposes only and may be altered at any time by Evolve Hospitality without notice.

#### **Copyright**

All copyright and other intellectual property rights in the contents of the Website (including the design of the Website) belong to Evolve Hospitality and accordingly all rights are reserved. Visitors to the Website are permitted to copy, print or download information from the Website for personal use only and not for any business purpose.

#### **Trademarks**

'Evolve Hospitality' and its devices are registered trademarks of Evolve Hospitality and accordingly visitors do not have any right to use Evolve Hospitality's trademarks without the express permission of Evolve Hospitality.

The Website may contain third party trademarks from time to time. Visitors do not have any right to use such third party trademarks without the express permission of that third party.

#### **Disclaimer**

Evolve Hospitality does not warrant the accuracy, reliability, completeness or timeliness of any information contained on the Website or any information submitted to the Website by third parties (including any curriculum vitae submitted to the Website).

Any advice given on the website is for educational purposes only. Professional advice should be sought before applying any advice to particular circumstances.

Evolve Hospitality hereby excludes all warranties, whether express or implied, including warranties in respect of quality or fitness for any particular purpose of any information contained on the Website to the fullest extent permitted by law.

Evolve Hospitality does not warrant that the Website is free of computer viruses or any other harmful devices ('Harmful Devices') and accordingly Evolve Hospitality shall not be liable for any loss or damage whatsoever howsoever arising from any Harmful Devices.

Evolve Hospitality does not guarantee the availability of the system and cannot be held liable for corruption of your information on the system. Evolve Hospitality does not warrant the completeness, accuracy or reliability of the system and they are not liable for any loss resulting from the use of the system.

In no event shall Evolve Hospitality be liable for any direct, indirect, special or consequential damages or



loss (including, but not limited to, loss of profits, business, revenue, goodwill, anticipated savings, and/or any claims made under third party contracts) howsoever arising (whether in contract, tort or otherwise) out of any access to the Website or use of any information contained on the Website.

#### **Links**

The Website may contain links to third party Websites from time to time, such links are provided for information purposes only. Evolve Hospitality is not responsible for the content of or the accuracy of information contained on such Websites. Evolve Hospitality hereby excludes all liability for any claims, loss, demands or damages of any kind whatsoever howsoever arising as a result of accessing third party Websites from the links contained in the Website.

Where the site contains advertising submitted by third parties, please note that those advertisers are responsible for ensuring that the material submitted for inclusion on the site complies with all legal requirements.

#### **Jurisdiction**

The Terms shall be governed by and construed in accordance with the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the Courts of England and Wales. To the extent possible, the application of any law of each European Community member state is excluded from having operation in respect of these Terms. For convenience these Terms may be translated into languages other than English. Should any dispute arise as to the meaning of particular terms then the English version of the Terms shall predominate over any translation.

#### **Equal Opportunities**

Evolve Hospitality is committed to the development of positive policies to promote equal opportunity in employment. We therefore aim to ensure that no job applicant or employee receives less favourable treatment on the grounds of gender, marital status, race, colour, ethnic origin, sexual identity, sexual orientation, personal beliefs, age or disability.

#### **Data Protection & Privacy Statement**

*Evolve Hospitality and its partners take very seriously such matters as protecting the confidentiality of our clients and candidates, and with this in mind we adhere to the following Data Protection & Privacy Statement:*

Evolve Hospitality is registered as a data controller for the purposes of the Data Protection Act 1998. We ensure that the data you supply to us is processed with skill and care and in accordance with the legislation and codes.

Any information submitted to the Website by visitors shall be used by Evolve Hospitality in accordance with the Data Protection Act. Any visitor who submits information to the Website warrants that the information provided is complete, true and accurate in all respects.

Except as set out herein and where required or permitted by law or a court of competent jurisdiction, we will not reveal any personal data about you to any third party.

We are required by law to hold your Personal Data for as long as is necessary to comply with our statutory obligations. We will use reasonable endeavours to ensure that your Personal Data is maintained and up to date. You are under a duty to inform us of any and all changes to your Personal Data to ensure that it is up to date. If we have no contact with you then following the expiry of a period as we consider



appropriate we will archive for file or may delete it.

After an appropriate period we will contact you and ask if you wish for your Personal Data to be maintained on our database. If you do not reply or indicate otherwise, then we may archive or delete your details.

In the event that we change or alter in some way our disclaimer or privacy policy, such changes will be posted here automatically for you to view. If, at any time you have any questions or concerns regarding this or any other matter, please do not hesitate to contact us.

If you wish to receive a copy of the information we hold about you, write to: Data Controller, Evolve Hospitality, 4th Floor, Greenhill House, 90-93 Cowcross Street, London, EC1M 6BF.

#### **How we will process your data**

We will use your information and the subsequent information we collect about you, to create a detailed record on our existing candidate database. This record and the information it contains will be used by Evolve Hospitality for the purpose of assessing your suitability, qualifications, and skills not only for current work assignments but also for work assignments which we think may be of interest to you in the future.

Although Evolve Hospitality may engage data processors to assist in managing your information, you can control and restrict the access to your information via an on-line control panel (once registered you will receive a confirmation email with a link to this control panel).

Evolve Hospitality and its partners may use your information within the limits of confidentiality placed upon them by you and the data protection legislation applicable at the time.

Evolve Hospitality has the right to remove your information from the company database and accept or reject at its sole discretion any candidate registering with it.

Evolve Hospitality and its partners may contact you by e-mail, phone, facsimile or mail from time to time in relation to our services, work opportunities, industry updates, services which we consider may be of interest to you and to conduct research and compile reports. You have complete freedom to log in and amend any of your details at any time, including whether or not you want us to contact you in the future with such communications. If you wish to change your preferences with regards to receiving emails please log in and amend the tick-boxes on the website.

#### **Candidate Statement**

By Registering with Evolve Hospitality each candidate hereby agrees to the following statement:

*I understand and consent that in order to promote my career prospects, Evolve Hospitality may forward my details to clients at their sole discretion.*

*If I receive an offer of employment from a Evolve Hospitality client or its affiliate as a result of a Evolve Hospitality introduction or before, during or after temporary employment there through Evolve Hospitality, I will notify Evolve Hospitality immediately. I understand that the client company is responsible for any applicable fees.*

*If employed by Evolve Hospitality on a temporary assignment, I will never render an opinion or sign a*



Hospitality recruitment from the industry, for the industry

*financial statement or tax return on behalf of Evolve Hospitality.*

*I agree not to publish, disclose or utilise any confidential information concerning Evolve Hospitality or their clients.*

*I acknowledge that Evolve Hospitality has advised me that in addition to this application a standard reference check may be performed. I hereby authorise you performing such a reference check.*

*I understand that the company's receipt of my application does not imply nor guarantee that I will be offered employment, places for employment or employed for any period of time.*

*I understand and give my agreement that Evolve Hospitality will store my personal details on computer and will process data as explained in the Data Protection Statement (above).*

*I understand that Evolve Hospitality will protect my online personal data via a password facility. I understand that it is my responsibility to safeguard my own password and will not hold Evolve Hospitality responsible if I allow this password to fall into other people's hands thus having a detrimental effect on myself.*

*I understand and accept that Evolve Hospitality will gather technical data about me via a "cookie" (if allowed) and Evolve Hospitality will use this internally and only in order to provide a better end-user experience.*

*I acknowledge that Evolve Hospitality will presume that all candidates do not have any police convictions other than those which may have already been "spent". Furthermore I understand that should I have a "current" police conviction it is my duty to advise Evolve Hospitality as soon as possible.*

*I understand and acknowledge all other Terms and Conditions detailed here associated with the use of Evolve Hospitality's website.*

#### **Email Disclaimer**

Email and all attachments it may contain is confidential and intended solely for the use of the individual to whom it is addressed. Any views or opinions presented are solely those of the author and do not necessarily represent those of Evolve Hospitality. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, printing, forwarding or copying of the email is strictly prohibited. Please contact the sender if you have received the email in error.

To unsubscribe from our mailing lists please reply to any email sent with the word "Unsubscribe" in the subject or email body.