

# Terms of Use

## Gibbs Hybrid Website Terms of Use

The purpose of these Terms of Use ("the Terms") is to explain the legal basis upon which this website ("the Site") is offered for use, and the limitations of liability that we retain.

Separate terms (which are available upon request) govern any services we may provide to candidates and to clients.

### Acceptance

By accessing, browsing and/or using the Site you agree to the following terms. If you do not agree you must cease to use our Site. These Terms should be read in conjunction with our Privacy Policy, copies of which can be accessed from <a href="here">here</a>.

These Terms set out the provisions under which Gibbs Hybrid Limited ("we" or "us" as appropriate) operates our Website using the URL <a href="https://www.gibbshybrid.com">www.gibbshybrid.com</a>.

By accessing the Site you ("you", the "Client" or the "Applicant" as appropriate) acknowledge that you have read and that you have agreed to be bound by these terms and conditions and to follow them at all times.

We may change these Terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by us.

Your continued use of the Site after changes are posted means you agree to be legally bound by these Terms as updated and/or amended.

## Use of gibbshybrid.com

- You are given permission to use this Site for lawful purposes relating to job seeking and career development;
- You agree to use <u>gibbshybrid.com</u> only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of the Site;
- You agree not to impersonate any person or entity or misrepresent any affiliation with any person or entity in your use of this Site;
- All information that you provide to Gibbs Hybrid must be accurate, complete and not misleading and it is your responsibility to inform us of any changes to your information.



## Access to gibbshybrid.com

We may deny you access to the Site or any part of it (including any services or information available on or through the Site) at any time at our absolute discretion without notification or explanation.

### **Disclaimers**

- The content we provide on <u>gibbshybrid.com</u>, including the information, names, images, pictures, logos and
  icons regarding or relating to <u>gibbshybrid.com</u> is provided "as is" and on an "as available" basis without any
  representations or any kind of warranty made (whether express or implied by law), including the implied
  warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and
  accuracy.
- Whilst we try to ensure that the standard and accuracy of jobs displayed on this website are of a reasonable standard, we make no warranty that the jobs advertised are still available or that the information contained within them is accurate.
- In addition, you confirm that you will not post or transmit on the Site any material containing any virus or other disabling devices which interfere with the operation of the Site or overload the Site by spamming or flooding it or take any action or use any device, software routine 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 or that affects Gibbs Hybrid's reputation.
- We do not guarantee that any employer or client will ask for a candidate's information, or will interview or recruit a candidate, or that any candidates will be available or will meet the needs of any employer or client.
- We do not guarantee that any employer or client will keep confidential any candidate information or data provided to them.
- We make no representation or warranty as to the final terms and duration of any appointment obtained through this Site.

## Limitation of Liability

- Except where and to the extent that applicable law does not permit us to exclude liability, we do not accept any liability for loss or damage of any kind and howsoever arising, whether due to inaccuracy, omission, error or any other cause.
- We will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other action, arising from or in connection with the use of <a href="mailto:sibshybrid.com">sibshybrid.com</a>.
- We do not warrant that functions contained in the Site content will be uninterrupted or error free, that defects will be corrected, or that gibbshybrid.com or the server that makes it available are free of viruses or bugs.



### Links to other Sites

On this Site you may be offered links to other sites, which may interest you. We accept no 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 links offered to access other sites is entirely at your own risk.

## **Intellectual Property**

The names, images and logos identifying Gibbs Hybrid or third parties and their products and services are subject to copyright, design rights and trademarks of Gibbs Hybrid and/or third parties. Nothing contained in these terms shall be construed as conferring by any licence or right to use any trademark, patent, design right or copyright of Gibbs Hybrid or any other third party.

You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use Site content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any <a href="mailto:sibshybrid.com">gibbshybrid.com</a> content except for your own personal, non-commercial use. Any other use of <a href="mailto:gibbshybrid.com">gibbshybrid.com</a> content requires the prior written permission of Gibbs Hybrid.

You may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for the re-utilisation of any parts of this website without the express written consent of Gibbs Hybrid.

You also may not create and/or publish your own database that features parts of this website without the express written consent of Gibbs Hybrid.

### **Data Protection**

This policy should be read in conjunction with our Privacy Policy.

### Choice of Law and Jurisdiction

The use of the Site and any agreements entered into through the Site 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 the Site or any agreement made through the Site.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.



Some of the services offered through the Site may not be lawful or may otherwise not be permitted in certain countries outside the United Kingdom. If you attempt to order, receive, purchase or otherwise benefit from any such services, we do not accept any liability for any losses suffered by you in using the Site which you would not have suffered had you been accessing the Site as a United Kingdom resident (including as a result of us being prevented from dealing with any application or enquiry by any law, regulation or other ruling applicable in any country).