

ACORNPEOPLE.COM

Legal notices

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GENERAL TERMS AND CONDITIONS OF USE OF THE WWW.ACORNPEOPLE.COM WEBSITE

INTRODUCTION:

Established in 1992, Acorn has over 40 branches and on-site locations across the UK. The business provides leading permanent, contract and temporary recruitment support within a number of specialist areas including Accountancy & Finance, IT & Digital, Commercial, Executive Search, Legal, Construction, Mechanical & Engineering, Technical & Engineering, Energy, Driving & Logistics and Life Sciences.

To this end, it has the technical means, skills and resources enabling the User to access services, including our Website, accessible via www.acornpeople.com. All conditions of access and use of our aforementioned website are governed by these General Terms and Conditions of Use.

ARTICLE 1- DEFINITIONS:

«**General Terms and Conditions of Use or T&C**» refers to the provisions stipulated within this document governing access to and use of the Site and its Services.

«**Data**» refers to all information communicated by the User - whether this be during their visit to the Site or when registering as an applicant, as well as any information collected automatically through the Site during their visit, and used for the purposes of improving the Site.

«**Site**» refers to the Acorn Website situated at the URL address “www.acornpeople.com”, as well as all pages of the website, whether accessible directly or via a partner portal.

«**Services**» refers to all services provided by Acorn on its Site, directly or via a partner portal.

«**User**» refers to any individual or legal entity visiting the “www.acornpeople.com” Site, as well as all pages of the said site, accessible directly or via a partner portal.

«**Applicant**» refers to any User who has completed and validated the registration form on the Site and/or subscribers to partner portals.

ARTICLE 2 – PURPOSE:

2.1. The purpose of these General Terms and Conditions of Use is to set out the terms and conditions of use of the Site and the Services available on the Site that Acorn makes available to Users, as well as the relationship between Acorn and the Users.

ANY CONNECTION TO THE SITE AUTOMATICALLY IMPLIES FULL AND UNRESERVED ACCEPTANCE OF THESE T&Cs BY THE USER.

The applicable T&Cs are those in effect at the time of each connection by the User to the Site. The User is therefore, invited to take note of the T&Cs each time they visit the site.

These T&Cs may be amended by Acorn as needed. In this case, the User acknowledges that their use of the Site after amendment of the T&Cs will automatically imply acceptance of the amended T&Cs.

2.2. If a User uses the Site on behalf of an entity (e.g. association, company, foundation), they guarantee that they hold all authorisations required to accept the T&Cs on behalf of the entity for which they are using the Site. In this case, their access to the Site will also imply unreserved acceptance of the T&Cs by the entity in question.

2.3 Acorn exercises its activity in compliance with the ethical rules of practice of the profession, as well as with constitutional, legal and regulatory principles with regard to non-discrimination. For this reason, the positions and titles stated on the Site are in the masculine form only for generic purposes.

ARTICLE 3 – WEBSITE DESCRIPTION:

The Website provides access to various services offered by Acorn such as job offers and access to workplace information, ranging from employment contracts to information on diversity in the workplace. The Website also allow Users to create an Applicant account to access services reserved for Applicants.

Access to the Site is free and Users may have access to general information relating to Acorn.

However, access to certain services offered by the Site may be subject to prior registration of the User, identification and use of an Applicant account (hereinafter referred to “Applicant Account”).

ARTICLE 4 – CREATION OF AN APPLICANT ACCOUNT:

The Acorn website allows its Users to create an Applicant Account within which each User can have their own space, enabling them to manage their application and to send their resume to Acorn for this to be considered by potential recruiters.

In order to do this, the User would have to fulfil the following conditions:

- Be an identifiable individual person,

- Be over the age of 18
- Complete their registration form on the Applicant Account and provide all compulsory data requested

If one of these conditions is not met, the creation of the Applicant Account could potentially be refused to the User.

By creating an Applicant Account, the User will receive an email which contains a hyperlink allowing them to activate the Applicant Account. Once activation is effective, the User will receive a new confirmation email, confirming the creation of the account.

These two emails will each contain a hyperlink allowing the User to access the legal notices of the website.

The Applicant can ask for the closing of his account at any time, in accordance with the procedure mentioned in Article 6.4.

ARTICLE 5 – SENDING OF A REQUEST FOR STAFF TO ACORN

The Website allows the Users searching for employees to send their request for staff to Acorn via an online form. Acorn in turn can communicate their needs or job offers to its agencies and candidates.

In order to do this, the User would have to fulfil the following conditions:

- Be an identifiable individual person
- **Be over the age of 18**
- Have the authorization/permission of the company requesting staff to send the index card corresponding to staff needs.

Failing this, requests for staff addressed to the Website will not be treated by Acorn.

ARTICLE 6 – PERSONAL DATA:

Acorn complies with the legislation applicable to personal data protection of Users and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation, hereinafter "GDPR").

6.1 Data collected:

The data relating to Users that Acorn may collect includes the following:

- Data collected when creating an Applicant Account:

This data includes the following: last name, first name, address, date of birth, e-mail address, phone number, CV and any included relevant professional information.

Some of this data is mandatory and will be indicated by an asterisk. If the User does not provide this data, they cannot access the services.

- Data collected when sending an employee requirement:

This data includes the following: last name, first name, job, phone number and the email address of the User.

Some of this data is mandatory and will be indicated by an asterisk. If the User does not provide this data, they cannot access the services.

- Connection data collected during connection and use of the Site

6.2 Purposes of processing the data:

The processing of this data is necessary in order to allow Users to:

- access, use the Site and obtain an answer to the message addressed to Acorn;
- and;
 - *to create and manage the Applicant Account, to access reserved services and receive job alerts, to manage their job applications in relation to offers available on the Site and to receive notifications on the status of offers on which the Applicant has applied, invitations for tests to be carried out
 - *to subscribe to receive job alerts from the Site

Data asked for and collected through the Site is necessary for the purpose of the Applicant's recruitment.

Data is solely intended for the use of Acorn and other companies that may be interested in the Applicant's profile.

Connection data is used for statistical purposes such as the browsing of the Site's pages and any generated computer traffic.

6.3 Data storage duration:

The User's Data is stored by Acorn for the time required during the use of their Applicant Account and/or to the subscription to and the use of services made accessible to them by Acorn.

6.4 User Rights with regard to data:

Each User has the right to the access, rectification, data portability and deletion of their Data pursuant to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation, hereinafter "GDPR").

Each user may access and amend their data as follows:

- online via their Applicant Account
- by completing the online form available at the following address:
www.acornpeople.com
- by sending an email to the following address: dpo@acornpeople.com or by post to the following address *Data Protection Officer, Acorn Recruitment, Somerton House, Hazell Drive, Newport, NP10 8FZ*

6.5 Cookies

Acorn may wish to install a cookie on the User's computer in order to facilitate and improve their browsing of the Site. For this purpose, the cookie collects browsing information from the User's computer.

The User may accept or refuse cookies through the information banner that appears when the User visits the Acorn homepage. This information banner allows the User to refuse the use and registration of cookies on their computer. The User may also accept or refuse the registration of cookies on their computer by amending their browser settings. The User should bear in mind that refusing cookies may sometimes block access to all or part of the Site's functionalities.

Information on the use of cookies is available from the publishers of the browser software.

It is possible to obtain information on the use of cookies by the following software on the following pages:

- Chrome (Google):
https://support.google.com/chrome/answer/95647?hl=fr&p=cpn_cookies
- Safari (Apple):
https://support.apple.com/kb/PH19214?locale=fr_FR&viewlocale=fr_FR
- Internet Explorer 11 (Microsoft) : <http://windows.microsoft.com/fr-fr/internet-explorer/delete-manage-cookies#ie=ie-11>
- Microsoft Edge (Microsoft): <http://windows.microsoft.com/fr-fr/windows-10/edge-privacy-faq>
- Firefox (Mozilla): <https://support.mozilla.org/fr/kb/activer-desactiver-cookies?redirectlocale=en>
[US&redirectslug=Enabling+and+disabling+cookies#firefox:mac:fx46](https://support.mozilla.org/fr/kb/activer-desactiver-cookies?redirectlocale=en&US&redirectslug=Enabling+and+disabling+cookies#firefox:mac:fx46)

ARTICLE 7 – USER'S DECLARATIONS AND OBLIGATIONS:

7.1 By accessing the Site, the User acknowledges that:

- They are aware of the principles that underlie the operation of the Internet and accepts its characteristics and limitations;
- They are aware that Acorn cannot exercise any control over the nature and characteristics of the data accessible on the Internet and, therefore, Acorn cannot assume any liability that may arise directly or indirectly from this data;
- They are aware that data circulating on the Internet cannot be completely protected from misuse and that, therefore, any communication is carried out at the User's risk. It should be noted that Acorn has installed the suitable technical measures designed to protect data from any accidental loss or unauthorised access or circulation.

However, the Internet remains an open system and Acorn cannot guarantee that unauthorised third parties will not be able to overcome these measures and access data;

- They are aware of the fact that viruses may be introduced by third parties on the Internet and consequently acknowledges that it his responsibility to take all measures specific to protecting data store on his hardware; furthermore, the User agrees not to save a document containing a virus;

By using the Site, the User assumes the risks relating to the completeness, accuracy and relevance of information.

7.2 When the User provides, saves or makes available to Acorn, its partners or other Users, material and information (e.g. Users' information, CV) they agree that the said materials and information:

- Are not contrary to and do not infringe the codes and laws in effect,
- Do not contain viruses or software likely to harm the smooth running of the Site or damage it,
- Do not breach the rights of third parties,
- Are not untrue, inaccurate or misleading,
- Do not contain defamatory, offensive or violent material, or material that incites racial or ethnic hatred, or that is likely to undermine respect for human dignity or the protection of minors,
- Are not detrimental to Acorn's image.

7.3 The User shall hold neither Acorn or its partners liable for any legal action by any third party, nor to any financial risks and consequences thereof, arising from use of the Site by the User or from breach by the User of the T&Cs or the regulatory provisions in effect.

7.4 The User must respect the operation of the Site and the technical measures used to ensure the security of the Site and access to the Site. On this account, each User is forbidden from using any hardware or software likely to alter, impede or distort operation of the Services and of the Site.

Any breach of this obligation may be punishable under both civil and criminal law. Furthermore, Acorn reserves the right to immediately delete or deactivate the account of a User who uses his account fraudulently or unlawfully or does not comply with these T&C.

ARTICLE 8 – SITE ACCESS:

Acorn endeavours to allow access to the site 24/7, except in the case of force majeure, including but not limited to social conflicts, civil or military authorities' intervention, natural disasters, fires, water damage, telecommunications or electric network breakdown and also subject to any breakdowns and maintenance or upgrading of the Site, without these interruptions entitling the User to compensation.

Furthermore, the User accepts that Acorn may be required to suspend the Site and all or part of its Services at any time and without notice.

Acorn's liability cannot be incurred in the event that it is impossible to access the Site and/or use the Services, and Users waive any claim or legal action in this respect.

ARTICLE 9 – APPLICANT ACCOUNT AND USERNAME

The User is solely and fully responsible for the use and communication of their username and password related to their Applicant Account. They therefore agree to take all the necessary measures to ensure its complete safety and confidentiality, and not to reveal it to third parties in any way or in any form whatsoever.

The User therefore, accepts entire responsibility to Acorn for any actions taken from and under their account.

In case of loss or theft of one or many usernames, the User is solely responsible for any undesirable consequences that could result from such, and must inform Acorn as soon as possible, either by sending an email to the following address: marketing@acornpeople.com or writing to: Marketing Department, Acorn Recruitment, Somerton House, Hazell Drive, Newport, NP10 8FZ

ARTICLE 10 - BROWSING:

The Site is optimized for the following configuration:

*Browser software:

Internet 9 and above

Firefox: 39 and above

Chrome: 44 and above

*Operating system:

Windows - Mac for Desktop

Android / IOS and Windows Phone for digital tablets and mobiles

ARTICLE 11 - HYPERLINKS:

The Site may suggest to the User and/or Applicant hyperlinks which lead to other websites. The Site's link to these sites is considered to be a way of providing additional qualified information. Under no circumstances can Acorn be held liable for the content of these sites, which it does not publish. The User acknowledges that these third party or partner sites and services are completely independent from Acorn. Suggested redirection towards a third-party site cannot be considered as a recommendation, and Acorn is by no means liable for the editorial content provided on the sites in question

ARTICLE 12 – INTELLECTUAL PROPERTY:

12.1 General provisions:

The Site is an indivisible whole. The information on it is reserved for exclusively personal use and must not be reproduced in whole or in part, nor communicated to third parties in any way whatsoever. All the data (text, sound or images) on the pages of the Site are the exclusive property of Acorn.

Any reproduction, representation or circulation, for purposes other than personal, in full or in part of the content of this site on any medium or by any process whatsoever, is forbidden. Failure to comply with this constitutes an infringement pursuant to Article 2.1 Criminal liability for making or dealing with infringing articles of the Copyright, Designs and Patents Act 1988, likely to incur the civil and criminal liability of the infringing party.

12.2 Photo credits:

All rights reserved for photographs illustrating this Site.

- iStock/ Shutterstock

12.3 Trademarks:

It is strictly forbidden, pursuant to Article 1.1. Unauthorised use of a trade mark of the Trade mark act 1994, to use or reproduce the “Acorn” trademark and/or its logo, alone or in association, in any capacity whatsoever, and in particular for the purposes of advertising, without the prior written agreement of Acorn.

ARTICLE 13- LIABILITY RESTRICTION:

The information contained on the Site is given purely for information purposes and the services and Site are provided in the state they are found. For this reason, the liability of Acorn cannot be incurred and it provides no guarantee, either explicit or implicit, and assumes no liability relating to use of this information, the Services or the Site.

The User acknowledges that neither Acorn, nor any of its subsidiaries, nor the members of the Acorn network, can be held liable for direct or indirect damage, and in particular economic loss, indirect financial loss, loss of data or programs, or financial loss, resulting from access, inability to access or use the Site or any sites linked to it or due to interruption, suspension, modification or withdrawal of the Site or one of its elements.

Furthermore, Acorn’s liability cannot be sought in the event of inaccessibility of the Site, in particular during maintenance periods or in the event of a case of force majeure.

Moreover, Acorn does not guarantee that the information circulated on the Site is exhaustive, current or pertinent, particularly concerning the existence or the availability of any job offer mentioned on this Site, nor the definitive terms or the duration of such.

Acorn makes no guarantee that an employer or a customer will propose a job interview to a User, nor that the User will be available or will correspond to their needs.

The User is informed that Acorn will provide any information enabling or facilitating the identification of any person found guilty of infringing the legislation or the rights of Acorn or a third party on request of an authority or court, such as the IP address and connection times.

In the event that Acorn’s liability is legally sought due to a breach by a User of the obligations incumbent upon him, Acorn may give third-party notice to such User.

The User acknowledges that they are solely liable for use of the Site, the information and the services accessible via the Site.

ARTICLE 14 – APPLICABLE LAW:

BOTH THIS SITE AND ITS SERVICES AND THE TERMS AND CONDITIONS OF THEIR USE ARE GOVERNED BY BRITISH LAW, IRRESPECTIVE OF THE PLACE OF USE.

If any of the stipulations of these T&C is deemed null or invalid by any authority or court, it will be deemed unwritten and will not result in nullity of the other provisions, which will remain in effect.

ARTICLE 15 – APPLICABLE COURT:

BY USING THIS SITE, THE USER ACCEPTS THESE T&Cs. ANY DISPUTE ARISING FROM USE OF THIS SITE AND THE SERVICES IT OFFERS OR FROM CIRCULATION OF THE INFORMATION IT CONTAINS WILL COME UNDER THE EXCLUSIVE JURISDICTION OF THE BRITISH COURTS AND IN APPLICATION OF UK LAW.