**Background**

We love it when people visit our website. But when they do, we want to make sure they do so in a way that’s safe and secure. It’s always good to know where you stand and what you’re signing up to.

When you use [www.jelligroup.com](http://www.jelligroup.com) (“Our Site”) or the services we offer on/through it, you’re agreeing to be bound by these Terms of Use and any other policies or documents that they refer to.

It’s important that you read this document carefully. If there’s anything you don’t agree with, then you should stop using Our Site straight away and feel free to contact us to see if we can help.

**Definitions and Interpretation**

In these Terms of Use, unless the context otherwise requires, the following terms are defined as follows:

| **“Our Site”**  **“Business Day”**  **“Content”**  **“Data Protection Legislation”**  **“Visitor”**  **“Visitor Content”** | <https://jelligroup.com/>  any day on which ordinary banks are open for normal business in England and Wales. It does not include Saturday, Sunday or the Bank Holidays.  any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;  1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time) in the UK and subsequently  2) any legislation which succeeds the GDPR in the UK;  anyone who visits Our Site;  any content submitted to Our Site by Visitors; |
| --- | --- |
| **“We/Us/Our”**  **“You/you/your”** | Jelli Group Limited, a company registered in England under 10956105. Our registered address is Birchin Court, c/o Carrington Accountancy, 20 Birchin Lane, EC3V 9DU; and  you, as an individual, sole trader or director of a personal services company, whichever is applicable; |

1. **Information About Us**

Our Site is owned by Us here at Jelli Group. We provide the Services as an employment business and Employment Agency (as defined by the Conduct of Employment Agencies and Businesses Regulations 2003, and in accordance with the Agency Workers Regulations 2010) and as a creative agency and management consultancy.

1. **Access to Our Site**

There’s no charge to use Our Site. Access to it is free of charge and is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue all or any part of Our Site at any time, without notice being given. This means that We won’t be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any length of time.

**3. Intellectual Property Rights**

* + 1. With the exception of Visitor Content (see Clause 4), allof the Content on Our Site, along with the copyright and other intellectual property rights present in that Content, belongs to, or has been licensed by Us.

If this isn’t the case, we’ll make sure that you’re told about this. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties, and this includes any Visitor Content..

3.2 Subject to sub-Clause 3.3, you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless We give you express written permission to do so.

3.3 You may:

* Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
* Download Our Site (or any part of it) for caching;
* Print one copy of any page(s) from Our Site;
* Download extracts from pages on Our Site; and
* Save pages from Our Site for later and/or offline viewing.

3.4 Where you’re using Content that belongs to us, please make sure that you credit us.

3.5 You may not re-use any Content printed, saved or downloaded from Our Site for commercial purposes. If this is something that you wish to do, you’ll need to be given a license from Us or our licensors, if this is appropriate to do so. However, this doesn’t stop the normal access, viewing and use of Our Site by anyone.

**4. Visitor Content**

It’s important to protect the work of our Visitors and Jelli Group, and this is why Our Visitor Content is monitored very closely.

4.1 Visitor Content may include the ability to post or contribute to Our blog in the future. Any Visitor Content that you submit should comply with Our Acceptable Usage Policy. You can find out more about this in clause 9.

4.2 Any intellectual property rights in your Visitor Content will belong to you. However, by submitting it to Our Site, you’ll be giving us what is known as an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your Visitor Content. This is for the purposes of operating and promoting Our Site. In addition, you must also be aware that other Visitors will also have the right to copy and quote your Visitor Content within Our Site.

4.3 If you wish to remove Visitor Content from Our Site, please contact us. Please note, however, that caching or references to your Visitor Content may not be made immediately unavailable or made unavailable at all. There may be circumstances where this is outside of our control.

4.4 We may reject, reclassify, or remove any Visitor Content from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy. This may also occur if We receive a complaint from a third party and determine that the Visitor Content in question should be removed as a result.

4.5 We’re not responsible for the content or accuracy, or for any opinions, views, or values expressed in Visitor Content. Any such opinions, views, or values are those of the relevant Visitor and do not reflect Our opinions, views, or values in any way.

**5. Links to Our Site**

5.1 We’re happy for you to link to Our Site provided that:

* you do so in a fair, honest and legal manner;
* you don’t use any logos or trademarks displayed on Our Site without Our express written permission; and
* you don’t do anything that would or could damage Our reputation or take unfair advantage of it.

5.2 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at hello@jelligroup.com for further information.

5.3 You may not link to Our Site from any other site the main content of which contains material that:

* is sexually explicit;
* is obscene, deliberately offensive, hateful or otherwise inflammatory;
* promotes violence;
* promotes or assists in any form of unlawful activity;
* discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
* is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
* is calculated or is otherwise likely to deceive another person;
* is intended or is otherwise likely to infringe (or to threaten to infringe) another person’s privacy;
* misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person;
* implies any form of affiliation with Us where none exists;
* infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
* is made in breach of any legal duty owed to a third party including, but not limited to, obligations under confidentiality or other contractual documents.

**6. Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

**7. Liability and Disclaimers**

7.1 Everything on Our Site is provided for information purposes only. It’s not intended to be advice that you should rely on.

7.2 So long as it’s allowed by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

7.3 We will always do our best and make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. However, we cannot make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date and we don’t assume, nor accept responsibility or liability for, the same.

7.4 To the fullest extent allowed by law, We accept no liability to any Visitor for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including Visitor Content) included on Our Site..

7.5 For all businesses we deal with, we exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or Content including any disruption to it. We will not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

7.6 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

**8. Viruses, Malware and Security**

8.1 We want to ensure that Our Site is secure and free from viruses and other malware, and we exercise all reasonable skill and care to ensure that this is the case.

8.2 It’s your responsibility to protect your hardware, software, data and other material from viruses, malware, and other internet security risks.

8.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

8.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

8.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

8.6 You must be aware that if you breach the provisions of sub-Clauses 8.3 to 8.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities. This includes disclosing your identity to them. Your right to use Our Site will stop immediately in the event of such a breach.

**9. Acceptable Usage Policy**

9.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 9. Specifically:

* you must ensure that you fully comply with any and all local, national or international laws and/or regulations;
* you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
* you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
* you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

9.2 When submitting Visitor Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:

* is sexually explicit;
* is obscene, deliberately offensive, hateful or otherwise inflammatory;
* promotes violence;
* promotes or assists any form of unlawful activity;
* discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
* is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
* is calculated or is otherwise likely to deceive;
* is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy, or otherwise uses their personal data in a way that you do not have a right to;
* misleadingly impersonates any person or otherwise misrepresents your identity or affiliation of a particular person;
* implies any form of affiliation with Us where none exists;
* infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
* is in breach of any legal duty owed to a third party including, but not limited to, obligations under confidentiality or other contractual documents.

9.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 9 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

* remove any Visitor Content submitted by you that violates this Acceptable Usage Policy;
* issue you with a written warning;
* take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
* take further legal action against you as appropriate;
* disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
* any other actions which We deem reasonably appropriate (and lawful).

8.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

**10. Changes to these Terms of Use**

10.1 We may amend these Terms of Use at any time. Any changes we make will come into effect immediately and we would advise you to re-read them from time to time.

10.2 If a conflict arises between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

**11. Contacting Us**

If you need to contact Us for any reason, including questions or complaints about communications from Us (such as matters relating to service changes or changes to these Terms of Use), please email Us at hello@jelligroup.com or using any of the methods provided on Our contact page at [www.jelligroup.com/](http://www.jelligroup.com/contact)fancyachat.

**12 Data Protection**

12.1 When We collect and use any data and personal information about you, We do so in accordance with the provisions of the Data Protection Legislation.

12.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy & Policy. This policy is incorporated into these Terms of Use by this reference.

**13 Law and Jurisdiction**

13.1 These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

13.2 Any disputes concerning these Terms of Use (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.