

Website Terms and Conditions

Welcome to *www.3headsagency.com* (our “site”).

By using our site, you are accepting these terms and conditions (“T&Cs”) and that you agree to comply with them. If you do not accept these T&Cs, you must not use this site.

1. About us

This site is brought to you by 3 Heads Limited (“**3 Heads**”). We are a company registered in England and Wales under number 11117812. Our registered office is at 17 Kingsway, St John's Terrace, Bedford, England, MK42 9BJ. Our VAT number is GB309999540.

You can contact us about any queries you have regarding these T&Cs at *contact@3headsagency.co.uk*

2. Other applicable terms

These T&Cs only relate to your use of this site. Please also review our Privacy Notice (link in our website footer), which sets out details of how we may use your personal information.

If you contract with us for services, you must review and accept our Customer Terms, and our Customer Terms will apply to the relevant transaction or transactions.

3. Site availability and access

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these T&Cs (and any other applicable terms) and that they comply with them.

4. Our site contents and intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it (together, “**Content**”). The Content are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any Content from our site for your personal use and you may draw the attention of others within your organisation to our Content. Our status (and that of any identified contributors) as the authors of the Content must always be acknowledged.

You must not:

- copy any of the Content (other than as expressly permitted by these T&Cs);
- disseminate or distribute copies of the Content, whether in hard or soft copy (including by re-posting any of the Content on any other site or platform);
- use any part of the Content on our site for commercial purposes;

- modify the paper or digital copies of any Content you have printed off or downloaded in any way; or
- use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;

without our (and, where applicable, our licensors') prior written consent. We reserve the right to withhold our consent at our sole discretion.

If you print off, copy, download, share or repost any part of our site in breach of these T&Cs, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site. This includes using (or permitting, authorising or attempting the use of):

- ☒ any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same; or
- ☒ any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

3 Heads reserves all of its rights in this respect, but this clause shall not apply to the extent that we are unable to apply these restrictions under applicable law.

6. Material you send to us

This clause applies to any content that you upload to our site or otherwise send to us ("**Uploads**").

When you provide us with any Uploads in connection with a job application, you grant us a worldwide, non-exclusive, royalty-free, transferable, perpetual licence to use, store, copy and view the Uploads for the purpose of assessing your application.

You warrant and undertake that any Uploads you provide do not and will not infringe the rights (including intellectual property rights and the right to privacy) of any third party and you will be liable to us and indemnify us for any breach of that warranty and undertaking. 3 Heads may disclose your identity to any third party who claims that your Upload violates their rights in any respect.

You are solely responsible for securing and backing up your Uploads.

Without prejudice to the rest of this section, you must not provide Uploads that are unlawful, immoral or offensive, or which contain viruses or other malware.

7. No reliance

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

8. Links to third party sites

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and links should not be interpreted as approval by us of the relevant websites or information.

9. Our liability to you

Except as expressly provided in these T&Cs, we disclaim, to the maximum extent permitted by law, all warranties, representations, guarantees and conditions, whether express or implied, in respect of this site. Without prejudice to this, but subject to the paragraph below, you expressly agree that 3 Heads shall not be liable for any:

- loss of profit;
- loss of goodwill;
- loss of use;
- loss of opportunity;
- loss of data;
- loss of anticipated savings;
- (in each case whether direct or indirect), nor
- for any indirect, incidental, special, consequential or exemplary damages (even if we have been advised of the possibility of such damages),

resulting from any matter relating to our site.

We do not restrict our liability for fraud, death or personal injury caused by our negligence, nor any other liability which we are not permitted to restrict or exclude as a matter of applicable law.

We are not liable for:

- the actions or omissions of any third parties; and/or
- any inability to access our site at any time.

10. Bugs and viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

11. Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

12. General

These T&Cs and your use of this site shall be governed by the laws of England without regard to any conflict of law provisions of any jurisdiction. You and we agree to submit to the exclusive jurisdiction of the English courts.

No person other than you shall have any rights under these T&Cs, save that our third party licensors may take action against you to enforce their intellectual property rights or other rights.

Our company's failure to exercise or enforce any right or provision of these T&Cs shall not constitute a waiver of such right or provision. If any provision of these T&Cs is found by a court of competent jurisdiction to be invalid, you and we agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these T&Cs remain in full force and effect.

You agree that these T&Cs represent the entire understanding between you and us in relation to this site and supersede any previous agreements between you and us relating to this site (including any previous version of these T&Cs).

3 Heads may transfer its rights and obligations under these T&Cs to a third party at any time.

We amend these T&Cs from time to time. Every time you wish to use our site, please check these T&Cs to ensure you understand the terms that apply at that time.

These T&Cs were last updated on 17 March 2022.