

Jones Phillips - Terms of Use

Privacy Policy

We are committed to protecting the privacy of the personal data we collect on this website (for example any personal data contained in a CV you submit voluntarily to us through this website or by email) shall comply with applicable data protection laws. In this statement “We” or “Us” means Jones Phillips. We will use the personal data you submit to us via this website to assess your suitability for any confidential recruitment assignments on behalf of our clients or prospective clients.

In order to facilitate this process, our employees and consultants will be given access to the personal data submitted to us. We do not generally seek to collect sensitive personal data through this site. Sensitive information includes data relating to racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual orientation, or criminal record or proceedings. If we do seek to collect such sensitive data we will ask you to consent to the uses we propose to make of it. By providing us with unsolicited sensitive personal data you consent to us using such data. Your personal data may need to be transferred overseas for the above purposes, including countries which do not have data protection laws, or whose data protection laws do not provide as high a level of protection as is available in the UK.

Your personal information may also be used anonymously and in the aggregate in order to put together industry, marketing and employment statistics. Used in this matter, your personal information becomes non-identifying. We may also monitor IP addresses for security purposes, trend analysis, web site administration, user movement tracking and broad demographic information gathering for aggregate use. The IP address of the computer you use to access is not linked to any personal information you provide on the web site.

Terms of Use & Privacy

Policy Terms of Use

Please read the details set out below carefully before using this website (the “Site”). By accessing this Site, you agree to be bound by the following terms and conditions and disclaimers (the “Terms”). References to ‘you’, ‘your’ and ‘yours’ are references to the person(s) accessing the Site. References to ‘we’, ‘us’ and ‘our’ are references to Jones Phillips.

Terms

All our products and services are subject to the terms and conditions and disclaimers of the applicable agreement governing their use.

These Terms are to be read by you together with any terms, conditions and disclaimers provided in the pages of the Site. In the event of any conflict, the terms, conditions and disclaimers provided in the pages of the Site shall prevail over these Terms.

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The information, material and content provided in the pages of the Site may be changed at any time without notice. Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly and your continued access to or use of the Site will mean that you agree to any changes.

No Offer

Neither the information, nor any opinion contained in our Site constitutes an offer to sell or solicitation or an offer to buy any product or services or any advice or recommendation with respect to products or services.

Users

The Site is currently intended for those who access it from within the United Kingdom. Because of this we cannot guarantee that the Site or the information thereon complies with or is appropriate for use in other places. You are wholly responsible for use of the Site by any person using your computer and you must ensure that any such person complies with these Terms.

No Warranties

The following clauses exclude or limit our legal liability for the Site. You should read them carefully. Whilst we have taken reasonable steps to ensure the accuracy, currency, availability correctness and completeness of the information contained on the Site, information is provided on an "as is", "as available" basis and we do not give or make any warranty or representation of any kind, whether express or implied. The use of the Site is at your sole risk. We shall not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance on the information contained on the Site to the maximum extent permitted by law.

We do not represent or warrant that the Site will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Site.

Third Party Sites and Warranties

Where we provide hypertext links to other locations on the Internet, we do so for information purposes only. We are not responsible for the content of any other websites or pages linked to or linking to this Site. We have not verified the content of any such websites. Following links to any other websites or pages shall be at your own risk and we shall not be responsible or liable for any damages or in other way in connection with linking. Links to downloadable software sites are for

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No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on our Site.

Internet Email

Messages sent over the Internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. We are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to the company or any message sent by the company to you over the Internet.

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Data Protection

Gathering information

Our clients expect that we identify the best individuals to fill roles within their organisations. So, we need to research systems, online databases and other information sources, and talk to many individuals. Besides our clients, these will include referees and sources to help inform our decision-making process.

The nature of our work means we are required to process personal data quickly, confidentially and often without reference to the data subject. Accordingly, we process such data in accordance with the Data Protection Laws, regularly using our legitimate interest where it is not possible or feasible to speak directly with the data subject. Beyond this, we will seek consent in the circumstances explained later in this policy document.

We collect information from candidates directly when you upload your CV or resume to our candidate portal or when you send this to us via email or post. We also collect information from you when you speak with a Jones Phillips employee in any office.

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How we use your personal data

Candidate

We use the personal data we collect from you for a number of purposes:

- Processing job applications, in partnership with our clients, on whose behalf we are instructed to help fill a job vacancy. This means that if you apply for a specific job, we may pass your details to the relevant client to proceed with the application. As a result, you may receive further direct correspondence from them.
- Searching for relevant candidates for confidential recruitment assignments where our client is not initially named. This means that if we believe you are suitable for a specific role, we may pass your basic details on to the relevant client. If that client agrees that you might be suitable, we will then discuss this with you in more detail. You might be interviewed for the role by one of our consultants. If successful, you might be shortlisted for interview by our client. At this point, we will pass further details to the client and you may receive further direct correspondence from them.
- From time to time, we conduct mapping or research exercises on behalf of our clients. This is to enable them to understand a particular market. Here, we may include certain aspects of your personal data. You will not be contacted by any third party about this unless we first obtain your consent.
- For equality monitoring purposes, to understand the diversity of our applicant pool, but only if admissible under the applicable law. (This information is anonymised and aggregated).
- Improving the service we offer. For example, you may be asked to complete one of our online satisfaction surveys.
- For marketing purposes to send you information on our services, white papers, newsletters, events and so forth. Please note you may opt out from receipt of marketing materials at any time by writing to us.

We will only use your information in accordance with this Policy, or where we are required or authorised by law to disclose your information to others or, have your permission to do so.

Please be aware that we are not responsible for the data processing activities of others, such as our clients.

Client

We will use client data to perform our services to you and other legitimate business purposes such as marketing.

Source and Referee

We will use source and referee data to perform our services, in particular, to enable us to obtain your opinions on a candidate.

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We may also use this information to enable us to market our services to you as a potential client. We may as well invite you to become a candidate in respect of the provision of our services.

The type of personal data we collect and process

In all cases, we collect and process personal data about you, including your name, address, telephone number and email address.

Candidate

If you proceed with a job application, or should we consult you about a role, you may be required to submit additional personal data. For example, date of birth, education and career history and curriculum vitae (CV), or resume. Your CV or resume may contain employment history, education, professional qualifications, memberships, details of papers written, references and referees, amongst other things.

Based on your explicit consent, we will also process any relevant psychometric assessments, psychological tests, or results from such assessments or tests.

From time to time, we may ask you to provide information relating to protected characteristics, such as your race or marital status. We do this for equal opportunity monitoring purposes and from time to time online, but only if that's admissible under local law. This information is always anonymised and aggregated and will not be revealed to third parties without your specific consent.

We might also collect personal data from third-party databases and other public sources.

Client

As well as basic contact information we will also collect information about your role and other information provided to us by your organisation.

Source and Referee

As well as basic contact information we will also collect information regarding your credentials as a source, details of your relationship/knowledge of a candidate and your opinions of that individual. We may obtain this information directly from you or publicly available information.

What we do

For certain roles, we may run an advertisement to which you may respond, either electronically or via mail. Other roles may involve one of our researchers or consultants calling you to discuss the details. Then, we will either inform you verbally that we will process your personal data or send you a Data Privacy Notice. Both will direct you to this Privacy Policy.

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Besides filling particular vacancies, we also process personal data when we conduct market intelligence exercises to map out particular business sectors or functions to help clients understand the available talent.

Sensitive data

From time to time, we will seek your consent to process personal data in respect of certain specific and limited purposes. We will always do this before processing any sensitive personal data: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data concerning health or sex life and sexual orientation, genetic and/or biometric data. We encourage you not to provide us with sensitive personal data unless it is specifically requested, and we have your consent.

Local agreements

In certain countries, we will not collect personal data from you unless you have specifically agreed to this. Your agreement might come via electronic channels, or via other similar measures required by local privacy and data protection laws.

We may also provide services to our clients in certain countries that entail the assessment and coaching of their employees. Here, depending on the specific assignment, we will either process your personal data to meet the legitimate interests pursued by the client or act on their behalf, in accordance with their instructions. If our services include any psychometric assessments or psychological tests, and we're not acting on behalf of your employer, we will obtain your specific consent.

In some locations, we provide services to individuals, such as assessment and coaching. Here, we will process personal data for the performance of the contract with you. If our services include any psychometric assessments or psychological tests, we will obtain your specific consent.

Your right to object and to have your data erased

You are not obliged to provide any personal data to us. However, please note that this may mean we will not be able to consider you in respect of any of our services.

Remember, you may withdraw any consent you have previously given, at any time. Also, you have the right to ask us to stop processing any personal data and to have it erased.

In these circumstances, we reserve the right to maintain basic personal data such as your name and address. This is to ensure your personal data isn't processed by us in the future.

Please note that no automated decisions, such as computerised candidate profiling, are made on the basis of the information we collect.

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Newsletters and other communications

If you would like to receive one of our newsletters, we will ask you to provide us with your name, email address, job title, company name and country of residence.

When you have indicated you would like to receive newsletter(s) from us, we may send email alerts and bulletins about our services and any roles that might interest you.

You can unsubscribe from our electronic marketing messages by following the **“unsubscribe”** instructions included in our communications. Also, you may change your preferences and cease receiving direct marketing from us through your email account settings.

From time to time, we may contact you with updates on our services, terms of business or simply to ensure that the data we hold is current, relevant and up to date.

Satisfaction surveys

If you take part in a user satisfaction survey, we may ask you to provide us with personal data, including your name, email address, and your views and opinions.

Governing Law

The Terms are governed by and interpreted in accordance with the laws of England and Wales and the courts of the above jurisdiction will have non-exclusive jurisdiction in respect of any dispute, which may arise.