

# **Oxford Policy Management Limited:**

**Privacy policy**

**Cookie policy**

**Terms of use**

**Acceptable use policy**

Oxford Policy Management Limited (**We**) are committed to protecting and respecting your privacy.

This policy (together with our [terms of use](#) and any other documents referred to therein) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting any of websites linking to this privacy policy you are accepting and consenting to the practices described in this policy. If you do not agree to our processing of your data in the manner set out in this policy, please do not submit any personal data to us.

We are legally obliged to use our information in line with all applicable laws concerning the protection of personal information, including the Data Protection Act 1998 (the **Act**). Under the Act, the data controller is Oxford Policy Management Limited of Level 3, Clarendon House, 52 Cornmarket Street, Oxford, OX1 3HJ, United Kingdom.

Please note, our websites may contain hyperlinks to websites owned and operated by third parties. These third-party websites have their own privacy policies and are likely to use cookies. We advise you to review such third-party policies as these will govern the use of personal information you submit when visiting those websites. We do not accept liability for the privacy practices of such third-party websites and your use of such websites is at your own risk.

## Information we collect from you

We will collect and process the following data about you:

- **Information you give us.** This is information about you that you give us by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you register to use our site to apply for a vacancy or use our site to report an issue or concern to us or to report a problem with our site or when you use our site for any other purpose. The information you give us may include both personal data (such as your name and contact details) and sensitive personal data (such as some of the information submitted by you as part of an application process).
- **Information we collect about you.** With regard to each of your visits to our site we will automatically collect the following information:
  - o technical information;
  - o information about your visit, including information about the way you use the website. We do not use information gained in this manner in a way that any individual can be identified, and will use it to understand our users better, and to determine aggregate trends. We may share this kind of aggregate data with selected third parties to assist with these purposes.
- **Information we receive from other sources.** This is information we receive about you if you use any of the other websites we operate or the other services we provide.

## Uses made of the information

We use information held about you in the following ways:

- **Information you give to us.** The personal data and sensitive personal data will be stored, processed, used and disclosed by us in the following ways:

- o to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- o to assess your application for any vacancy and to facilitate the recruitment process;
- o to assess data about you against vacancies which we judge may be suitable for you;
- o to send you details of reports, networking and client events and general information about the industry sectors which we think might be of interest to you where you have consented to being contacted for such purposes;
- o to answer your questions and enquiries;
- o to third parties where we have retained them to provide services that we, you or our clients have requested including psychometric evaluation or skill testing, references, qualifications and verification of the details you have provided from third party sources;
- o to provide you with information about other services we offer that are similar to those that you have already purchased or enquired about;
- o to provide you with information about services we feel may interest you.
- o to notify you about changes to our services;
- o to third parties, regulatory or law enforcement agencies if we believe in good faith that we are required by law to disclose it in connection with the detection of crime, the collection of taxes or duties, in order to comply with any applicable law or order of a court of competent jurisdiction, or in connection with legal proceedings;
- o to use your information on an anonymised basis to monitor compliance with our equal opportunities policy;
- o to ensure that content from our site is presented in the most effective manner for you and for your computer.

From time to time we may seek your consent to process, use or disclose your information for any other purpose not listed above.

If you do not want us to use your data in this way, please contact us at [privacy@opml.co.uk](mailto:privacy@opml.co.uk).

- **Information we collect about you.** We will use this information:
  - o to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - o to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
  - o to allow you to participate in interactive features of our service, when you choose to do so;
  - o as part of our efforts to keep our site safe and secure;
  - o to make suggestions and recommendations to you and other users of our site about services that may interest you or them.
- **Information we receive from other sources.** We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

## Disclosure of your information

You agree that we have the right to share your personal information with:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006 (**OPM Group**).
- Selected third parties including:
  - business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you; and
  - analytics and search engine providers that assist us in the improvement and optimisation of our site.

We will disclose your personal information to third parties:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [terms of use](#) and other agreements; or to protect the rights, property, or safety of any member of the OPM Group, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. This includes staff engaged in, among other things, the implementations of the projects in which we are engaged and the provision of support services. Due to the nature of our work and the countries in which we operate, you accept by providing us with your information that the information you provide may be used in countries where standards of data protection are not as stringent as those that apply within the EEA. By submitting your personal data, you agree to this transfer, storing or processing.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk.

## Your rights

You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to unsubscribe from job alerts and marketing material at any time at any time by contacting us at [privacy@opml.co.uk](mailto:privacy@opml.co.uk).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.

## Retention of information

We are required by law to hold your information for as long as is necessary to comply with our statutory and contractual obligations and in accordance with our legitimate interests as a data controller.

We will use reasonable endeavours to ensure that your Personal Data is maintained and up to date. However, you are under a duty to inform us of any and all changes to your Personal Data to ensure that it is up to date and we will update or delete your Personal Data accordingly.

In the case of an application for a vacancy submitted using this site, we will retain your information for six months from the advertised closing date after which it will be destroyed.

## Changes to our privacy policy

Any changes we make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

## Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [privacy@opml.co.uk](mailto:privacy@opml.co.uk).

## Cookie Policy

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use:

- **necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website;
- **analytical/performance cookies.** We use Google Analytics to collect information about how visitors use our site. Google Analytics set cookies as a third party. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors

have come to the site from and the pages they visited. For further information, you should review the privacy policy at Google; and

- **functionality cookies.** These are used to enhance user experience. They include some third-party cookies used to enable visitors to share content from our site, via social networks. If you disable these cookies, the social sharing feature will not be available to you.

## Terms of website use

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### What's in these terms?

These terms tell you the rules for using our website.

### By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them and our privacy policy, acceptable use policy and our cookies policy.

If you do not agree to these terms, please do not use our site.

### We may make changes to these terms

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

### We may make changes to our site

We may update and change our site from time to time.

### We may suspend or withdraw our site

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 without notice.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [privacy@opml.co.uk](mailto:privacy@opml.co.uk).

## **Use of material on our site**

You may not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us. We reserve the right to refuse permission.

If you print off, copy or download any part of our site in breach of these terms of use, 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.

You are not permitted to use our registered trademarks without our prior written consent to be given or withheld at our sole discretion.

## **Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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.

## **We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary except to the extent that it comprises personal data which will be dealt with in accordance with our privacy policy. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

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

### **We are not responsible for viruses and you must not introduce them**

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.

### **Rules about 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.



The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to link to or make any use of content on our site other than that set out above, please contact [privacy@opml.co.uk](mailto:privacy@opml.co.uk).

## Website acceptable use policy

This acceptable use policy sets out the terms between you and us under which you may access our website. This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our [terms of website use](#).

### Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#).
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our [terms of website use](#).
- not to access without authority, interfere with, damage or disrupt any part of our site; any equipment or network on which our site is stored; any software used in the provision of our site; or any equipment or network or software owned or used by any third party.

### Content standards

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person.
- contain any material which is obscene, offensive, hateful or inflammatory.
- promote sexually explicit material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal activity.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from us, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the [terms of use](#) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site.
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- issue of a warning to you.
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- further legal action against you.
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we deem appropriate.

### **Changes to the acceptable use policy**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.