



Terms of Use (website)

This Terms of Use Agreement ("Terms of Use" or "Agreement") is between you ("You" or "Your") and Assist Services Group, registered in England and Wales with registration number 1204760 and with its registered address at Unit B, Ascensis Tower, Battersea Reach, London, SW18 1AY ("Assist Group"). In consideration of the right to access and use the website www.assistservicesgroup.co.uk ("Website"), and the information offered on and through the website, you acknowledge that you have read these terms of use, understand them, and agree to be bound by their terms and conditions. You also hereby acknowledge that you have read and understand the Privacy Policy and consent to Assist Group's use of your Personal Data set out therein. If you do not agree to these terms of use or the Privacy Policy, you should not use this website.

1. Nature of Agreement

These terms of use will take effect when you first commence using the website. The Assist Group reserves the right at any time and for any reason to deny you access to the website or any portion thereof, or change, suspend or discontinue any aspect of the website at any time. We may also impose limits on certain features and services or restrict your access to parts or all of the website without notice or liability. Termination will be effective without notice.

Please note that the Assist Group reserves the right to change the terms and conditions of these terms of use upon notice, which may be given by the Assist Group, posting such change on the website, by e-mail, or any other reasonable way. If a change is notified by a posting on the website, it shall be deemed to take effect when posted; if a change is notified by e-mail, it shall be deemed to take effect when the e-mail is sent; and if a modification is notified in any other way, it shall be deemed to take effect when the relevant notice is sent or issued by or on behalf of the Assist Group. Your continued use of the website following notice of such modifications will be conclusively deemed acceptance of any changes to these terms of use. You agree that notice of changes to these terms of use on the website, delivered by email, or provided in any other reasonable way constitutes reasonable and sufficient notice. The Assist Group has the right, but not the obligation, to monitor the use of the website and its content.

2. Grant of License

These terms of use provide you with a personal, revocable, non-exclusive, non-transferable license to use the website conditioned on your continued compliance with the terms and conditions of these terms of use. You may, on an occasional and irregular basis, print and download materials and information on the website solely for personal and non-commercial use, or, only to the extent permitted by an 'Other Agreement' (defined below), for internal business use, provided that you do not obscure, alter, remove or delete any copyright or other proprietary notices contained in such materials and information.

3. Intellectual Property Rights

The Assist Group and its affiliates' trademarks, logos, slogans, and/or other distinctive designs are owned by Assist Group Services Limited, are protected by applicable law, and may not be copied or used without Assist Group's prior written consent. To the fullest extent under applicable law, all materials contained within the website (the "Content") are protected by copyright and are owned or controlled by the Assist Group and or its licensors. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any content on the website.

You may download, make copies of, or otherwise reproduce the content and other downloadable items displayed on the website for personal, non-commercial use only, provided that you maintain all copyright and other notices contained in such content.

Copying, otherwise reproducing, or storing of any content except for your personal, non-commercial use is expressly prohibited without the prior written consent of the Assist Group.

Password Policy

Your use of certain portions of the website requires a password. As part of the registration process, you must select a user name and password and provide Assist Group with accurate, complete and up-to-date information. Anyone with knowledge of your password can gain access to the restricted portions of the website and the information available to you.



Terms of Use (website)

Accordingly, you must keep your password secret. By agreeing to these terms of use, you agree to be solely responsible for the confidentiality and use of your respective password and user ID's, as well as for any communications entered through the website using your password or user ID's. You will also immediately notify Assist Group if you become aware of any loss or theft of your password and/or user ID's or any unauthorised use thereof. Assist Group reserves the right to delete or change a password or user ID at any time and for any reason.

4. Unauthorised Use

Actual or attempted unauthorised use of the website may result in criminal and/or civil prosecution. For your protection, the Assist Group reserves the right to view, monitor, and record activity on the website without notice or further permission from you to the fullest extent permitted by applicable law. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organisations in connection with the investigation or prosecution of possible criminal activity on the website. Assist Group will also comply with all court orders involving requests for such information.

5. Idea Submission Policy and Your Communications to Assist Group

Except as otherwise provided under our Privacy Policy concerning personally identifiable information, if you forward or transmit to Assist Group through the website, by electronic mail or otherwise, any suggestions or material, including any questions or answers, ideas, comments, suggestions, or the like (together, "submissions"), such submissions will be treated as non-confidential and non-proprietary. Furthermore, to the fullest extent permitted by applicable law, any submissions will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for Assist Group to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display (in whole or in part) worldwide, or act on such submissions without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such submissions. You hereby waive any claim to the contrary.

6. Restrictions and Covenants

With the exception of the license granted in Section 2 and except as otherwise expressly permitted herein, you may not modify, create derivatives of, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, mirror, frame, "deep link", "scrape", data mine, or otherwise use any information or material obtained from or through the website, or link to the website in any manner that would bypass the website's home page. Further, you may not post any content from the website to forums, newsgroups, list serves, mailing lists, electronic bulletin boards, or other websites, without the prior written consent of Assist Group.

You represent and warrant to Assist Group that you will not use the website for any purpose that is unlawful or prohibited by these terms of use, including but not limited to attempting or actually (i) disrupting, impairing or interfering with the website, (ii) collecting any information about other users of the website, including passwords, accounts or other information, (iii) systematically extracting data contained in the website to populate databases for internal or external business use; (iv) violating or infringing the rights of third parties, or (v) uploading any files that contain any viruses, worms, or other components that are intended to cause damage or expropriate any system, data or personal information.

7. Assumption of Risk; Your Acknowledgments

You acknowledge and agree that you use the Internet solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. While the Assist Group has endeavoured to create a secure and reliable website, please be advised that the confidentiality of any communication or material transmitted to/from a website over the Internet cannot be guaranteed. Accordingly, Assist Group and Assist Group's licensors and suppliers are not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the website, or for the consequences of any reliance on such information. Assist Group and Assist Group's licensors and suppliers shall have no liability for interruptions or omissions in Internet, network or hosting services.

You assume the sole and complete risk of using the website.



Terms of Use (website)

You acknowledge that transmissions to and from this website may be read or intercepted by third parties. You expressly absolve and release Assist Group and Assist Group's licensors and suppliers from any claim of harm resulting from a cause beyond their control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labour problems, wars, terrorism or governmental restrictions.

8. Links to Third Party Websites

Assist Group may provide links, in its sole discretion, to other websites on the World Wide Web for your convenience in locating related information and services. These websites have not necessarily been reviewed by Assist Group and are maintained by third parties over which Assist Group exercises no control. Accordingly, Assist Group expressly disclaims any responsibility for the content, the accuracy of the information, the quality of products or services provided by or advertised on and/or software downloaded from these third party websites. Moreover, these links do not imply an endorsement of any third party or any website or the products or services provided by any third party.

9. Disclaimer of Warranty

The Information provided within the website is provided 'As is'. Neither the Assist Group, not its licensors warrant the accuracy or completeness of the information contained on the website or websites to which it links and is not responsible for errors and omissions in the content. The Assist Group and its licensors make no warranties, express or implied, regarding anything contained within the website or websites to which it links. To the maximum extent permitted by the applicable laws, the Assist Group and its licensors disclaim all warranties, express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement.

10. Limitation of Liability

Neither the Assist Group, nor its licensors will be liable for any indirect, incidental, special, consequential or punitive damages of any kind resulting from the use or the inability to use the website, resulting from any information, goods or services purchased or obtained or messages received or transactions entered into through the website, resulting from loss of unauthorised access to or alteration of your transmissions or data, including but not limited to damages for loss of profits, use, data or other intangibles, even if the Assist Group and/or its licensors had been advised of the possibility of such damages. To the extent permitted by the law, the Assist Group and its licensors and suppliers disclaim all liability for any direct damages based on your use of the website and its content. Without limiting the foregoing, in no event shall the Assist Group or its licensors aggregate liability for damages of any kind based on any legal theory or cause of action whatsoever arising out of or relating to your use of the website, exceed the greater of (i) the total amount paid by you for the services provided via the website in the three (3) month period immediately preceding the date on which the relevant claim accrued, or (ii) by one hundred pounds.

11. Indemnification

You agree to indemnify, defend and hold harmless the Assist Group, its licensors, together with their respective affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys' fees) arising from your violation of the terms of this Agreement and/or use of the website or any information or content thereon in violation of any applicable law, rule, or regulation.

12. Notices / Contact Information

Except as explicitly stated otherwise, any legal notices shall be given by e-mail to info@assistgroupservices.co.uk (in the case of the Assist Group) or to the e-mail address you provided to Assist Group during your use of the Website, or such other address as either party may specify. Notice shall be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid.



Terms of Use (website)

If you would like to contact Assist Group regarding these Terms of Use or the Privacy Policy, please send an email to info@assistservicesgroup.co.uk and put "Terms of Use" or "Privacy Policy" in your subject heading, as applicable.

13. Termination

The Assist Group may, with or without cause, immediately terminate this agreement, and deny you access to the website. Without limiting the foregoing, the Assist Group has the right to immediately terminate your right to access the website in the event that you breach this agreement or engage in conduct that the Assist Group, in its sole discretion, considers unacceptable. If this agreement is terminated, you will no longer be authorised to access the website. In the event of termination, the restrictions imposed on you with respect to material downloaded, copied or otherwise reproduced from the website, the disclaimers and limitations of liabilities and the indemnification set forth in this agreement, shall survive.

14. Governing Law, Dispute Resolution

Access to the website (these terms of use) shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to any conflicts of law provisions. To the fullest extent possible under applicable mandatory laws, any dispute, controversy or claim arising out of or relating to these terms of use, including any disputes relating to the content of the website, whether in contract, tort, under statute or otherwise, shall be finally resolved by arbitration. The arbitration shall be conducted following the Arbitration Act 1996 and in accordance with the Chartered Institute of Arbitrators, which shall administer the arbitration and act as appointing authority. The decision of the arbitrator(s) shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrator(s) may be entered by any UK court of competent jurisdiction. You agree to submit to the jurisdiction of the courts in the UK for the purposes of any judicial proceedings to obtain interim relief and in aid of the arbitration or judicial proceedings to confirm or enforce the award. Notwithstanding the foregoing, the relevant Assist Group entity may seek preliminary injunctive relief from a court of law in the event of a breach by you

15. Other Agreements

Your rights to use certain material available on or through the website may be subject to separate written agreements with the Assist Group ("Other Agreements"). Particular pages or features of the website with content supplied by the Assist Group or its licensors may have different or additional terms ("special terms"), which will be disclosed to you when you access those pages or features, and by accessing or using such pages and features, you will be deemed to have agreed to the applicable special terms. If there is a conflict between these terms of use and the special terms, the special terms will govern with respect to such pages or features or content. In the event of a conflict between these terms of use and one or more other agreements, the terms of such other agreement(s) shall govern and control.

16. Miscellaneous

With the exception of any special terms and other agreements, these terms of use and the Privacy Policy represent the entire agreement between you and the Assist Group with respect to your use of and material available on or through the website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and the Assist Group with respect to the website.

Any rights not expressly granted herein are reserved. You may not assign this agreement. If any provision this agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

No joint venture, partnership, employment, or agency relationship exists between you and the Assist Group as a result of these terms of use or your use of the website. Failure to insist on strict performance of any of the terms and conditions of these terms of use will not operate as a waiver of any subsequent default or failure of performance.



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Last updated

1st July 2023