

AU-TCmkt12

**Website T&C: recruitment jobsite: Job seeker terms**

## Terms and Conditions

These terms and conditions are the contract between you and [OurName] (“us”, “we”, etc). By visiting or using Our Website,

We are [merchant name], a company registered in [country], number [ ].

Under 18 years? Sorry, but we deal only with people who are

Please read these terms carefully before registering to Our Website or using our Services. If you do not agree with any part, you

### These are the agreed terms

## 1. Definitions

“Content” means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you. It does not include content

“CV” means curriculum vitae, a summary of your personal information and history relevant to a prospective employer. It is

"Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs,

“Job Posting” means Content Posted by a Recruiter in the style regulated by Our Website, to advertise for a

prospective jobseeker. As

“Jobseeker”	means a person registered to use Our Website and/
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the [name]
"Post"	means place on or into Our Website any Content or material
"Recruiter"	means a person who posts a job
“Services”	means all of the services available from Our Website,

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1 a reference to a person includes a human individual, a corporate entity and any organisation
- 2.2 in the context of permission, “may not” in connection with an  
, “ ”.
- 2.3 the headings to the paragraphs in this agreement are inserted for convenience
- 2.4 any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.5 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

### 3. Basis of Contract

- 3.1 Our Website is a market place for Jobseekers
- 3.2 We do not offer the Services in all countries. We may refuse your Posting if
- 3.3 Use of Our Website may be unlawful in some countries by some people. You are responsible
- 3.4 In entering into this contract you have not relied on any representation or information from any source except the
- 3.5 Subject to these terms and conditions, we agree to provide to you some or all of the Services [\[and products\]](#) described
- 3.6 Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that
- 3.7 We are not a party to any transaction between
- 3.8 You acknowledge that you understand exactly what is included in the Services and you are satisfied that
- 3.9 So far as we allow use of our Intellectual Property, we grant a licence to you,

3.10 [The contract between us comes into existence when we receive](#)

[OR](#)

3.11 [The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract.](#)

3.12 We may change this agreement and / or the way we provide the Services,

3.12.1 the change will take effect when we Post

3.12.2 you agree to be bound by any changes.

OR

3.12.3 we will give you notice of the change. If you do not accept the change, we will refund the money

## 4. Your account and personal information

4.1 When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that

4.2 You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible

4.3 You agree to notify us of any changes in your information immediately it occurs. If you do

## 5. Your account: registration terms

5.1 Details of the cost and procedure to register an account are as set out on Our

- 5.2 Payment for registering an account is for [\[one year / a fixed period of time\]](#). At least two weeks before expiry of that period we shall send you a message to your last known email address to tell you
- 5.3 You do not have to take any action for this to apply. By accepting these terms and conditions, you do instruct us to [\[start immediately / give you immediate access / provide the \[ \] \]](#).
- 5.4 Apart from your cancellation right, termination of your account will be regulated by 14
- 5.5 We reserve the right to modify the registration terms and to change the terms and conditions of this agreement at any time, without notice. Your continued use of Our Website after such modifications shall be deemed an acceptance by you to be bound by the terms

## 6. The price

- 6.1 The prices payable for Services are clearly set
- 6.2 The price charged for any Services may differ from
- 6.3 [Prices are inclusive of](#)
- [OR](#)
- 6.4 [All money sums mentioned in this agreement are](#)

## 7. Renewal payments

- 8.1 At least [\[four\]](#) weeks before expiry of the period for which you have paid, we shall
- 8.2 At any time before expiry of your subscription, you may  
“ ”  
[ ]
- 8.3 At expiry of your [\[OurName\]](#) subscription we shall automatically take payment from your  
[ ]
- 8.4 Subject to the limitation set out in last previous sub-paragraph, you may cancel membership [ 15 ]  
[ 15 ]
- 8.5 Other than the limitation set out [ ]

## 8. Security of your credit card

We take care

- 9.1 [Card payments are not processed on a page controlled by](#)
- 9.2 [If you have asked us to remember your credit card details in readiness for your next purchase](#)

## 9. How we handle your data

10.1 Our privacy policy is

10.2 If you Post Content to any public area of Our

10.3 Even if access to your data is behind a user registration it

10.4 We have no specific plan to use your Content but we need the freedom to be able to publicise our Services. You therefore now

10.5 We will use that licence only for commercial

10.6 You agree to waive your right to be identified

1968 .

10.7 [\[You now irrevocably authorise us to publish](#)

].

10.8 Posting Content of any sort does not change your

10.9 You understand that you are personally responsible for your breach of

10.10 You accept all risk and



10.11 Please notify us

10.12 [We do not solicit ideas or text for improvement of our Service, but if you

[ / ] ]

## 10. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We

We do not undertake to moderate or check every item Posted, but we

You agree that you will not use or

:

11.1 be unlawful,

;

11.2 consist in ,

;

11.3 be obscene, , , ,

;

11.4 be sexually explicit or pornographic;

11.5 use a Posting to solicit responses

## 11. Security of Our Website

You will not:

12.1 link to Our Website in any way that would cause the appearance

;

12.2 download any part ,

;

12.3 collect or use , ,

;

12.4 for any purpose use our name, any proprietary information (including images, , , )

12.5 hide or remove

;

12.6 use on Our

## 12. Storage of data

13.1 We may, from time to time, set a limit on the number of messages you

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13.2 We assume no responsibility for

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13.3 You accept that we cannot

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13.4 We maintain reasonable procedures for general backup of data for our own purposes

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### 13. Terms applicable: CV Posting

14.1 You understand and agree that you alone

14.2 The information you submit for a CV must be accurate and complete.

14.3 If you deal with a Recruiter in a way which

14.4 By registering with us, you accept that

14.5 If or when you cancel your

14.6 We may also delete your information if

[ ] .

14.7 We are not obliged to delete your personal

### 14. Termination

15.1 If you or we terminate

15.2 You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the

[ / ].

15.3 We retain the right, at our sole discretion, to terminate any and all parts

OR

15.4 We may terminate this agreement at any time,

15.5 Termination by  
:

15.5.1 your right to use the Services immediately ceases;

15.5.2 we are under no obligation

;

15.6 In the event of such termination by us, we will within seven days refund to you the

## 15. Interruption to Services

16.1 If it is necessary for us to interrupt the Services,

16.2 You acknowledge that the

16.3 You agree that we are not liable

## 16. Intellectual Property

You agree that at all times you will:

17.1 not do anything which does or

17.2

17.3

17.3.1

17.3.2

17.3.3

17.4

## 17. Removal of offensive Content

18.1

18.2

18.3

18.3.1

18.3.2

18.3.3

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18.3.4

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18.5

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## 18. Disclaimers and limitation of liability

19.1

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19.2 You use Our Website at your own risk.

19.3

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19.4

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19.5

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:

19.5.1 useful to you;

19.5.2 of satisfactory quality;

19.5.3 fit for a particular purpose;

19.5.4 , ,

19.6 .

19.7 :

19.7.1 ;

19.7.2 delivery of Content, material or any message;

19.7.3 privacy of any transmission;

19.7.4 ;

19.7.5 , , ;

19.7.6 ;

19.7.7 ;

19.7.8 ;

19.8 :

19.8.1 indirect or consequential loss; or

19.8.2 , .

19.9 ( ) , ,  
, , .

19.10 [ ].  
.

19.11 .

## 19. You indemnify us

: ,

20.1 ;

20.2 your breach of this agreement;

20.3 ,

20.4 ;

20.5 ;

20.6

\$ [ 100 . 00 ] .

20.7 ,



## 20. Miscellaneous matters

21.1

21.2

21.3

21.3.1

21.3.2

21.3.3

21.3.4 issue a claim in any court.

21.4

21.5

21.6

It shall be deemed to have been delivered:

;

72 ;

- : 24

.[

]

21.7

21.8

21.9

[ ]

# Explanatory Notes:

**Website T&C: recruitment jobsite: Job seeker terms**

## Paragraph Specific Notes:

Drafting notes following the numbered paragraphs

### 1. Definitions

We do not know exact terms of your business, so we cannot provide you with defined terms which precisely describe what you offer through your website. . Most visitors/users do not read your terms (even if they have to "tick the box"). The persons who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if

<b>We use</b>	<b>you decide to change to</b>
"Services"	"Even Better Jobs" / "Apply"
"Our Website"	"The EB Website" / "The Job Site" / "

But if you do change the defined word, make sure it applies to every use

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not "lawyer's blurb". Every item has been carefully considered in the context of this agreement and has been included for a

purpose. Many of them strengthen the framework within which the

### **3. Basis of contract**

This paragraph is concerned with the basics of what each side is expected to do and not do. Edit

### **4. Your account and personal information**

Edit as required.

### **5. Your account: Registration terms**

We do not know your precise business model. Edit this

### **6. The price**

Edit as needed.

### **7. Renewal payments**

This paragraph is useful only if your site users do buy a service repeatedly.

We have provided for auto renewal of the service provision. In law that provision is void. You cannot unilaterally renew a contract or

However, if you continue a course of action and your counter-party accepts or acquiesces, he cannot later

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of

### **8. Security of your credit card**

This paragraph is more for information than contractual commitment. We have included it here because many users

For payment you may have various alternatives like

## 9. How we handle your data

It is a question of balance and maybe how your buyers will

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up

## 10. Restrictions on what you may Post to Our Website

This and the following two paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think

Of course,

We have provided a vast

#### **11. Security of Our Website**

There is an intentional overlap here with the paragraph on

#### **12. Storage of data**

This provision absolves you from any obligation to retain

#### **13. Terms applicable: CV Posting**

A few

#### **14. Termination**

It is after termination that conflicts

#### **15. Interruption to Services**

We have no comment

#### **16. Intellectual Property**

Few business managers appreciate just how much IP is owned

#### **17. Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not

## **18. Disclaimers and limitation of liability**

Our advice is

You will see that we have also included in the provision for

## **19. You indemnify us**

We suggest no edits.

## **20. Miscellaneous matters**

A number of special points. We have identified each of these as

**End of notes**