

IN-TCmkt12

**Website terms and conditions template: recruitment site or  
job listings site**

## Terms and Conditions

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

This single agreement applies whether you are a [job seeker or a job / ].

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

VAT Registration Number:

Under 16 years? you may not use [ ] .

Under 18 years (or the age of majority in your country)? Please use the [EvenBetterJobs] website under the ,

These terms are the contract between us. If you do not agree with any part, you should leave

This is one document, one contract. The mention in headings of applicability to employers

### 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

“Contribution” means Content Posted by you.

“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 an employer in the style regulated by Our Website, to advertise for a prospective employee. As
"Our Data"	means data which is made available to you on Our Website, even if not owned by ( : ).
"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] group of companies.
"Post"	means place on or into Our Website any Content or material
"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. A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights

and obligations are transferred or pass as a

- 2.3. In the context of permission, “may not” in connection with an
- 2.4. The headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.5. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.6. The words “without limitation” shall be deemed to follow any use of the words “ ” “ ”
- 2.7. 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 job
- 3.2. We do not offer the Services in all countries. We may refuse membership if you
- 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. Subject to all the terms in this agreement, we authorise you to access and use Our Website and to download and print a small part of the Content. This licence is conditional not only on your compliance with all of the terms of this agreement, but also

3.7. 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

3.8. We are not a party to any transaction

3.9. Access by you to Our Data is limited in order to prevent mis-use of Our Website. If you require access to

3.10. You acknowledge that you understand exactly what is included in the Services and you are satisfied that

3.11. So far as we allow use of our Intellectual Property, we grant a licence to you,

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

[OR](#)

3.13. [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.](#)

3.14. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject

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

3.15.1 The change will take effect when we Post

3.15.2 You agree to be bound by any changes. If you do not agree to be bound by them,

OR

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

3.15.4 If you make any payment for Services in the future, you will do so under

## 4. The price

4.1. The prices payable for Services are clearly set

4.2. The price charged for any Services may differ from one country to another. You may not be entitled to

4.3. Prices are inclusive of any applicable value added

OR

4.4. All money sums mentioned in this agreement are calculated net of value added tax or other sales tax,

4.5. When you subscribe for a subscription Service, that payment may not cover other Services, for which we will ask you to

4.6. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any

## 5. Renewal payments

- 5.1. At least [four] weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that you licence to use the Services
- 5.2. At any time before expiry of your subscription, you may use the “My Account” tab on Our Website to access your [ ]
- 5.3. At expiry of your [Ourname] subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal [ ]

## 6. Security of your credit card

- 6.1. We take care to make our Website safe for you to use. Card payments are not processed on a page controlled by us. We use one or more online
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be

## 7. How we handle your data

- 7.1. Our privacy policy is strong and precise. It complies
- 7.2. If you Post Content to any public area of Our Website it becomes available to all the World. We have
- 7.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log

- 7.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place
- 7.5. We will use that licence only for commercial purposes of the business of Our Website and will stop
- 7.6. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of  
1957 57 .
- 7.7. [\[You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our \]](#).
- 7.8. Posting content of any sort does not change your ownership of the copyright in it. We have no claim
- 7.9. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which ;
- 7.10. You accept all risk and responsibility for determining whether any Content is
- 7.11. Please notify us of any security breach or
- 7.12. [\[We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a \[ / \] \]](#).

## 8. 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 have to regulate your use of Our Website to protect our business and our staff, to protect other



We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we

You agree that you will not use or allow anyone else to use Our Website to Post :

- 8.1. be unlawful, or tend to incite another ;
- 8.2. consist in commercial audio, video ;
- 8.3. be obscene, offensive, threatening, violent, ;
- 8.4. be sexually explicit or pornographic;
- 8.5. promote discrimination or animosity to any person on grounds of gender, race, religion, , , ;
- 8.6. be likely to harass, , , , , , , ;
- 8.7. be likely to deceive any person or be , , ;
- 8.8. give the impression that it emanates from ;
- 8.9. be made on , ;
- 8.10. use a Posting to solicit responses ;
- 8.11. request or collect passwords or other personal , ;
- 8.12. be used to sell any goods or services or for any other commercial use not intended by , ;

8.13. include anything other than words (i.e. )

8.14. facilitate the provision

8.15. link to

8.16. promote or endorse illegal activities, or provide instructions or information about

8.17. use distribution lists that include

8.18. consist in posting excessive

8.19. send age-inappropriate

[ 18 ].

## 9. Removal of offensive Content

9.1. For the avoidance of doubt,

9.2. We are under no obligation to monitor or record the activity of any user of Our

9.3. If you are

9.3.1 your claim or complaint must be submitted to us in the form

9.3.2 we shall remove

;

9.3.3 after receiving a notice of

;

9.3.4 we may re-

9.4. In respect of any complaint made by you or any person on your behalf,

9.5. You now agree that if any complaint is made

## 10. Security of Our Website

We may, at our discretion or as part of a paid Service, give you permission to access Our

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you

, 2000 .

You now agree that

10.1. modify, copy, or cause damage

- 10.2. link to our site in any way that would cause the appearance  
;
- 10.3. download any part  
;
- 10.4. collect or use  
;
- 10.5. collect or use any information obtained  
;
- 10.6. aggregate, copy or duplicate in any manner any of the  
;
- 10.7. for any purpose use our name, any proprietary information (including images,  
);
- 10.8. use Our Website to hack  
;
- 10.9. make available or upload files that contain software or other material,  
;
- 10.10. make available, upload or distribute by any means any material  
” “  
” “  
;
- 10.11. upload or republish any  
;
- 10.12. hide or remove  
;
- 10.13. share with a  
;
- 10.14. use on Our Website software which assists in:
  - 10.14.1 data mining, extraction or collection;

10.14.2 emulating, hacking,  
- ;

10.14.3 “framing”, inserting pop-  
,

10.14.4 performing any automated operation;

10.15. Despite the above ,  
:

10.15.1 create a hyperlink to Our Website for the purpose of promoting  
an interest common to both of us. You can do this without  
specific .

, , ,

.

10.15.2 copy the text of any page for

.

## 11. Storage of data

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

,

11.2. We assume no responsibility for

.

11.3. You accept that we cannot

.

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

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## 12. Employers: general terms

12.1. At law, we are

12.2. You accept that you are

12.3. If you become aware of

12.4. Any Job Posting involving self employment or which is paid

12.5. We may,

12.5.1 does not

12.5.2 is factually

## 13. Employers: Job Postings: prohibited jobs

You may not post a Job which:

13.1. offends against the law [ / ];

13.2. does not comply ,

13.3. you acknowledge that any reliance

13.4. is located in [ ];

13.5. advertises, ;

13.6. in the Posting, ;

- 13.7. entails involvement by an applicant in any franchise, , "
- 13.8. requires an upfront or periodic payment
- 13.9. seeks employees for jobs of a sexual nature;
- 13.10. endorses a particular , , ;
- 13.11. promotes a particular religion;
- 13.12. except where allowed by law, / :

  - 13.12.1 racial or ethnic origin;
  - 13.12.2 political beliefs;
  - 13.12.3 philosophical or religious beliefs;
  - 13.12.4 membership of a trade union;
  - 13.12.5 physical or mental health;
  - 13.12.6 sex life or gender;
  - 13.12.7 commission of criminal offences or proceedings;
  - 13.12.8 age.

## 14. Employers: Job Posting: restricted content

In connection with the restrictions set out below,

In addition to the ,

- 14.1. hyperlinks, ;
- 14.2. keywords or words ,
- 14.3. the name, logo or

- 14.4. more than one job;
- 14.5. inaccurate, false, or misleading information;
- 14.6. material or links to material that exploits people

16

## 15. Employers: access to CVs and other data

You agree that

15.1. do so only in accordance with the privacy and

15.2. use Our Data

15.3. take all appropriate steps to protect Our Data;

and you will not:

15.4. disclose any of Our Data to any third

15.5. share access to Our

15.6. use Our Data

15.7. make unsolicited contact with any

15.8. In order to ensure a safe and effective experience for all of our

( )



## 16. Job seekers: terms applicable

16.1. You understand and agree that you alone

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

16.3. If you deal with an employer in a way which

16.4. By registering with us, you accept that

16.5.

[ ]

16.6.

16.7.

## 17. Termination

17.1.

17.2.

[ / / ].

17.3. , ,

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OR

17.4. ,

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17.5.

:

17.5.1 your right to use the Services immediately ceases;

17.5.2

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17.6. ,

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17.7. -

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## 18. Interruption to Services

18.1.

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18.2.

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18.3.

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## 19. Intellectual Property

You agree that at all times you will:

19.1.

19.2.

19.3.

19.3.1

19.3.2

19.3.3

19.3.4

19.4.

## 20. Warnings and explanations

20.1. You use Our Website at your own risk.

20.2.

20.3.

20.4.

20.5.

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20.6.

20.7.

## 21. Disclaimers and limitation of liability

21.1.

21.2.

21.3.

21.3.1 useful to you;

21.3.2 of satisfactory quality;

21.3.3 fit for a particular purpose;

21.3.4

21.4.

21.5.

21.5.1

21.5.2 delivery of Content, material or any message;

21.5.3 privacy of any transmission;

21.5.4

21.5.5

21.5.6

21.5.7

21.5.8

21.5.9

21.6.

[ 12 ]

21.7.

[ 1 , 000

21.8.

:

21.8.1 indirect or consequential loss; or

21.8.2

21.9.

( )

21.10.

[ ].

21.11.

## 22. You indemnify us

22.1.

;

22.2. your breach of this agreement;

22.3.

22.4.

22.5.

;

22.6. any Content you Post to Our Website;

22.7.

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22.8.

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22.9.

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22.10.

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22.11.

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22.12.

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22.13.

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## 23. Miscellaneous matters

23.1.

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23.2. [

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23.3.

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23.4.

23.5.

23.5.1

23.5.2

23.5.3

23.5.4 issue a claim in any court.

23.6.

23.7.

23.8.

23.9.



It shall be deemed to have been delivered:

;

72 ;

24 ;

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- : 24

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23.10.

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23.11.

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23.12.

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23.13.

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23.14.

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23.15.

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# Explanatory Notes:

**Website terms and conditions template: recruitment site or job listings site**

## General notes

### 1. What does a T&C document do?

A terms and conditions document serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

### 2. This agreement

This agreement has been drawn to protect you as far as possible. It follows that it is tough on your counter parties. In this sort of

It follows that the agreement will contain provisions which you regard as too strong. We have drawn it that way because it is very easy for you to assess our words and decide what you should delete. It would not be so easy

### 3. In my T&C or on ?

A T&C document should provide a legal framework. It should be all-inclusive of the structure of the contract but need not include detail which may change from time to time, such as prices,

### 4. Make sure it bites

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the buyer's attention until after the contract has effectively been made, then they do not form part of the contract and the buyer is not bound by them. There is another issue here. To obtain the best benefit from the terms, you should seek to bind people who are merely site visitors as well as actual buyers. Whether you can do this depends on whether you are able to ask for confirmation of acceptance of the T & C at an early stage of a visit to your site. If you are not able to do so

So far as any visitor, user, or buyer of your services is concerned, it is therefore important that the Website ordering system is such that the buyer has to take some positive step to confirm that he has read the terms and conditions. If the usual device of a check box is used, it is important that it is not "pre-ticked". It is essential that references

:"  
"I have read and understood [your name]'s terms and conditions, and I agree that they form part of the contract between us. If I am under the age of 18 years, I confirm that I have brought the terms and conditions to the notice

Better still, the preferred acceptance device is one which compels the buyer to go to a page containing the terms and conditions, and where the confirmation of acceptance is on

Unless your business model requires sales to children, it is best specifically to 18 .

**5. If this is a contract, why are the ?**

It is not necessary for your customer to be identified by name. "You" is enough. Of course, it is impossible to identify each visitor to your website. Of course, after a visitor has bought

As for you and your business: you do have to be accurately identified. A website name is not enough. You must clearly state the real name of you or your company, trading address and names of directors.

**6. Can I just close the line spacing and put it all 8 ?**

Small print - we do not advocate small print or close type. The whole thrust of the Consumer Protection Act 1986, the Information Technology Act, 2000 and the Monopolies and Restrictive Trade Practices Act 1969 is toward

transparency. . In any dispute,

## Paragraph Specific Notes:

Notes following the numbered paragraphs

### 1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people 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 your terms

**We use**                      **you decide to change to**

Services                      Even Better Jobs / HomeMarket

Our Website                      The HM website /

But if you do change the defined word, **make**

you should first decide on the contents of the document, then return to check

### 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

### 3. Basis of contract

Technically, you are both selling services and granting a licence for use of your

It is important to make clear when the contract comes into effect. Without specifying, your Website will be

If you change the service provision you are technically in breach of the agreement. If that

#### **4. The price**

We have no comment

#### **5. Renewal payments**

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

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

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

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

#### **7. How we handle your data**

This and the following five 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

If you have no interface with buyers, most of this section can be deleted. It is a question

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

## **8. Restrictions on what you may Post to Our Website**

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, anyone who wishes to

We have provided a vast menu of possibilities, suitable for an international client base. We suggest that you edit this paragraph in

## **9. Removal of offensive Content**

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

**10. Security of Our Website**

There is an intentional overlap here with the paragraph on

**11. Storage of data**

This provision absolves you from any obligation to retain

**12. Employers: general terms**

We have no comment. Edit as required.

**13. Employers: Job Postings: prohibited jobs**

We have provided a long menu.

**14. Employers: Job Posting: restricted content**

Precise restrictions

**15. Employers: access to CVs and other data**

CVs posted by job seekers

**16. Job seekers: terms applicable**

A few further

**17. Termination**

It is after termination that conflicts

**18. Interruption to Services**

We have no comment



## **19. Intellectual Property**

Few business managers appreciate just how much IP is owned

## **20. Warnings and explanations**

This paragraph is largely an explanation for

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

Some of these provisions may be void against

The law is complicated and much depends on the facts of

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

## **22. You indemnify us**

We advise you to leave this provision in

## **23. Miscellaneous matters**

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

**End of notes**