

SHEQJOBS LIMITED
RE: SHEQJOBS
TERMS AND CONDITIONS

1 Introduction

- 1.1 This page sets out the terms and conditions (“Terms and Conditions”) which govern the use of the Website www.sheqjobs.com (“the Website”). Access and use of the Website is offered to you conditionally upon your acceptance without modification of these Terms and Conditions. If you do not agree with these Terms and Conditions please do not use this Website.
- 1.2 The Website is owned and operated by SHEQJOBS Limited whose registered office is situated Care of Gompertz Kendall and Co, First Floor, Trigate, 210/222 Hagley Road West, Oldbury, West Midlands, B68 0NP.
- 1.3 We will revise these Terms and Conditions from time to time by updating this page on the Website. Your continued use of the Website will mean that you leave notice of any revised terms and will be deemed to have accepted the same.
- 1.4 The term “you” or “your” refers to anyone who has access to the Website and to your account.

2. Use of the Website

- 2.1 As a condition of your use of the Website you should not use the Website for any purposes unlawful or prohibited by these Terms and Conditions. You may not attempt to gain unauthorised access to the Website other accounts, computer systems or networks connected to any other website or service associated with this Website, through hacking, password mining or any other means.

- 2.2 This Website may only be used for lawful purposes by individuals seeking employment and employers seeking employees to fill valid vacancies. You agree not to use or allow any party under their control to use, the Website for any of the following:
- 2.2.1 The posting of any incomplete, false or inaccurate information whether contained in any posting or contained within a curriculum vitae ('CV').
 - 2.2.2 The Use of the Website to distribute or disseminate chain letters, junk e-mails, spam or other unsolicited communications (commercial or otherwise).
 - 2.2.3 The Use of any database embodied within the Website for any purpose other than as an employer seeking employees for jobs within their organisation.
 - 2.2.4 Distributing and disseminating inappropriate, obscene, defamatory or unlawful material of whatever nature in whatever format.
 - 2.2.5 Uploading images or other information which infringes the intellectual property rights of third parties.
 - 2.2.6 Uploading files which contain viruses, trojan horses, worms, time bombs or malicious programming of any form that may damage or impair the operation of the Website or other computers.
 - 2.2.7 To create false identities for the purpose of misleading others.
 - 2.2.8 If you have a password allowing access to a non-public area of the Website, disclosing or sharing that password with any third party or using the password for any unauthorised purpose.
 - 2.2.9 Posting job advertisements which require any applicant to provide information relating to their:
 - i) Racial or ethnic origin.

- ii) Political beliefs.
- iii) Philosophical religious beliefs.
- iv) Membership of a Trade Union.
- v) Physical or mental health.
- vi) Sexual lifestyle.
- vii) Criminal offences.
- viii) Age.
- ix) Adding or incorporating within a job posting any hyperlinks, hidden keywords or any keywords that are irrelevant to the job being posted or are otherwise misleading.

2.3 We have no obligation to monitor any material posted on the Website. However we reserve the right to review materials posted and review any materials that breach or infringe these Terms and Conditions in our sole discretion. Further, we reserve the right to terminate your access to the Website or to any service contained within the Website at any time, without notice, for any reason whatsoever. In particular we reserve complete and sole discretion with respect to the operation of the Website and may, amongst other things:

- 2.3.1 Take legal action to prevent any unauthorised activity of the type set out above.
- 2.3.2 Delete electronic messages if your account is not accessed routinely.
- 2.3.3 Delete or suspend the accounts of any users who are inactive for an extended period of time.
- 2.3.4 Withdraw, suspend, change or discontinue any feature of the Website.

2.4 You agree that we are not responsible for or liable for any loss which might arise from the deletion or failure to store or accept material of whatever nature.

3. **Membership/password and security matters**

3.1 The use of the Website requires you to open an account, provide us with current, complete and accurate sign-up information and to use a password and user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. We shall not be responsible for any loss that you may incur (howsoever arising) as a result of someone else using your password or account, either with or without your knowledge. However, you may (in our discretion) be responsible for losses incurred by us or another party due to someone else using your account or password.

3.2 In addition to these Terms and Conditions and in addition to any matters contained within any privacy policy on the Website, you understand and agree that we may disclose to third parties any information contained within your registration application. However, we will not disclose to any third party your name, address, e-mail address or telephone number without your prior consent save where we are required to do so under applicable laws or in legal proceedings where such information is relevant. Please refer to our privacy policy for further details concerning the use of your sign-up information.

3.3 You agree to immediately notify us of any unauthorised use of your password and/or account.

4. **Services**

4.1 The Website only acts as a venue for employers to post job opportunities and for candidates to post CV's and does not

screen the material posted. We are not and will not be involved in the actual transaction between employers and candidates. As a consequence, we have no control, over the quality, safety or legality of the jobs or CV's posted, the truth or accuracy of the listings, the ability of employers to offer the job opportunities or the ability of candidates to fill the job vacancies.

- 4.2 For the reasons aforesaid, we are not an Employment Agency or any Employment Business and have no duties or obligations under the provisions of the conduct of Employment Agencies and Employment Business Regulations 2003.
- 4.3 We shall not be liable to you or any third party for any risk or loss associated with the dealing with strangers, foreign nationals, under age persons or people acting under false pretences. You assume all risks associated with dealing with users for whom you come into contact with through the Website.
- 4.4 Employers will need to satisfy themselves that the candidates/employees satisfy their requirements and have all necessary qualifications applicable to the vacancy in question. Employers must also satisfy themselves as to the immigration status of any foreign nationals. We give no warranty in relation to the matters referred to in this clause.

5. **Billing**

- 5.1 We will bill you for the provision of our services through an on line account obtained pursuant to these Terms and Conditions under this agreement. You agree to pay us all charges at the price calculated in the manner set out in the Website. You authorise us to charge your preferred manner of payment for the provisions of such services.

- 5.2 You must provide us with current, complete and accurate information to receive the services. You must also keep this information up to date and notify us if there are any changes.
- 5.3 The charges applicable for the various services we offer are published on the Website and will be subject to change from time to time without prior notice.
- 5.4 In circumstances where we offer payment for the services on credit our terms are strictly 30 days net. We shall charge interest on any late payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at the applicable rate.
- 5.5 We reserve the right in circumstances where any monies are due and outstanding to us to restrict or terminate your access to the Website and/or remove any material posted to the Website without notice. Following the removal of any materials aforesaid, we shall be under no obligation to reinstate the materials.

6. Intellectual Property matters

- 6.1 The name "SHEQJOBS" and our logos and marks featured on the Website are protected by copyright and international laws. You may not otherwise reproduce, distribute, publicly perform, publicly display, modify or create derivative works of these logos and marks without our prior consent. You should not attempt to "pass off" any logo or mark as your own work.
- 6.2 There will be links to third party sites certain links included within the Website may direct you to third party Websites. Third party Websites are not under our control and we are not responsible for the contents of any such site.

7 Our Liability

- 7.1 The Website may contain inaccuracies or typographical errors. We make no representations about the accuracy or liability and completeness of the Website or any contents thereon. We

reserve the right to make changes to the Website periodically without prior written notice.

- 7.2 You acknowledge and agree that you are solely responsible for the form, contents and accuracy of any materials which you post on the Website.
- 7.3 We do not warrant that the Website will operate error free or that the Website and the server upon which it is hosted are free of computer viruses, Trojan horses, time bombs, worms or malicious programming of any form. If your use of our Website results in the need for repair or technical support or replacement of equipment or data, we shall not be liable for any costs arising. You are advised to install anti-virus software upon any computer which you use to access the internet and ensure that it is regularly updated and maintained in accordance with the requirements and recommendations of the software licensor
- 7.4 The Website and the contents embodied upon the Website are provided on an "as is" basis without any warrants of any kind expressed or implied.
- 7.5 To the maximum extent permitted by law we shall not be liable for any direct or indirect losses whatsoever and howsoever arising out of or in any way connected with the use or performance of the Website or our services hereunder.
- 7.6 Our liability to you for any breach of this agreement is limited to the amount actually paid by you for the services provided and in any event not to exceed the aggregate sum of £100.

8 **General Provisions**

- 8.1 You agree that no joint venture, partnership, employment or agency relationship exist between you and us as a result of these Terms and Conditions or the use of the Website. You agree not to represent yourself as a representative, agent, or

employee of SHEQJOBS Limited, We will not be liable by reason of any representation, act or remission by you.

- 8.2 If any part of this agreement or these Terms and Conditions are determined to be valid or enforceable pursuant to applicable law including, but not limited to, the warranties or disclaimers and liability limitations contained within the Terms and Conditions then the invalid or unenforceable provisions will be deemed superseded by a valid enforceable provision that most closely matches the intent to the original provision and the remainder of this agreement shall continue in effect.
- 8.3 We may assign this agreement in whole or part at any time without notice to you. You may not assign this agreement or assign, transfer or sub-licence any rights to any third party.
- 8.4 Unless otherwise specified herein, at these Terms and Conditions and the matters contained within the Website constitute the entire agreement between you and us with respect to the services provided hereunder and supersede any your prior or contemporaneous communications or proposals whether electronic oral or written between you and us.

9. **Jurisdiction**

- 9.1 Claims for reinforcement, breach or violation of duties or rights under this agreement shall be adjudicated under the laws of England and Wales. You hereby irrevocably consent to the non-exclusive jurisdiction and venue of the Birmingham County Court/High Court of Justice – (Birmingham District Registry) in all disputes arising out of and in relation to the use of this Website.

10. **Service of Notices**

- 10.1 Notice is given by you to us should be sent via the “Contact Us” section of the Website or by post to our registered office.

10.2 All communications from you to us of whatever nature shall be sent in an electronic format only via e-mail to the e-mail address you were supplied when your account was created or such another account as you may have subsequently notified us of.

End of Terms and Conditions (28 May 2008).