

CREATIVE OPPORTUNITIES WEBSITE TERMS OF USE – RECRUITERS

These terms and conditions ("**Terms**") apply to you if you use of the Website (as defined below) as an Employer or Recruiter (as defined below) If you are a Jobseeker (as defined below) and not an Employer or Recruiter, you will be subject to the University's general terms of use which can be accessed at [insert link].

By using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Website.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following words and expressions have the following meanings:

"**Job Posting**" means any advertisement for or description of an Opportunity which is posted, uploaded or submitted on or to the Website by you or on your behalf;

"**CV Library**" means those pages of the Website where Employers can browse CVs created by Jobseekers;

"**Feature Ad Service**" means the University's enhanced service for the display of Job Postings, as further described in paragraph 8.4;

"**Jobseekers**" means Users who use the Website to browse and apply for Opportunities;

"**Opportunity**" means any employment opportunity or paid internship which is advertised or list on the Website by you or on your behalf;

"**Employer**" means a User who uses the Website to advertise Opportunities on its own account in relation to vacancies within its own organisation and, where the context so requires, any employee or other representative of a Employer who uses the Website on the Employer's behalf;

"**Recruiter**" means a r User who uses the Website to advertise and recruit for Opportunities as an agent on behalf of a third party employer;

"**Standard Service**" means the standard service provided by the University in relation to the publication of Job Postings, as further described in paragraph 8.3;

"**Services**" means the services provided by the University to Employers and Recruiters via the Website;

"**University**" means The University of the Arts London;

"**User**" means a person who users the website, whether as a guest or a registered user;

"**User Content**" means any information, materials, or other content that is posted, uploaded or submitted on, to or via the Website by a User including information held in the CV Library;

"**you**" means the Employer or Recruiter using the Website and, where the context so requires, your employee and other personnel using the Website on your behalf;

"**Your Content**" means any User Content which is uploaded, posted or submitted by you, including your Job Postings; and

"**Website**" means the website at www.creativeopportunities.arts.ac.uk, which is operated by the University.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. PRIVACY

The University's privacy policy [insert link] sets out the terms on which the University processes any personal data it collects about you. By using the Website you consent to such processing and warrant that all data provided by you is accurate.

3. ABOUT THE UNIVERSITY

The University is a higher education corporation and exempt charity for the purposes of the Charity Act 1993. Its main place of business is at 272 High Holborn, London, WC1V 7EY.

3. CHANGES TO THE WEBSITE AND THESE TERMS

- 3.1 The University may amend these Terms at any time by amending this page. Please check this page from time to time to note any changes made, as they will be binding on you.
- 3.2 The University may update the Website from time to time and the content may change. However, the University is under no obligation to update the Website and content may be out of date at any time.

4. ACCESS TO THE WEBSITE

- 4.1 Subject to the following provisions of these Terms, access to the Website is free of charge.
- 4.2 You acknowledge and agree that:
 - 4.2.1 the University does not guarantee that the Website or any content on it will always be available or uninterrupted;
 - 4.2.2 access to the Website is on a temporary basis and the University may suspend, withdraw, discontinue or change any part of the Website without notice;
 - 4.2.3 the University will not be liable if for any reason the Website is unavailable at any time or for any period;
 - 4.2.4 you are responsible for making all arrangements necessary to access the Website and for ensuring that all persons who access the Website through your internet connection comply with these Terms; and
 - 4.2.5 the University does not guarantee that the Website or any content on it will be free from errors or omissions.

5. REGISTRATION

- 5.1 To place Job Postings on the Website you must register to use the Website as an Employer or Recruiter.
- 5.2 By registering to use the Website you warrant that:
 - 5.2.1 all information provided on registration is accurate, current and complete; and
 - 5.2.2 you will update University with any changes to your registration information, including changes to any email addresses.
- 5.3 If you are given or you choose a username and password for the Website then you must:
 - 5.3.1 protect your username and password from unauthorised use;
 - 5.3.2 not disclose your user name or password to anyone else, or allow anyone else to use them, or assist anyone else who is not a registered user to access areas of the Website which is restricted to registered users; and
 - 5.3.3 notify the University immediately if you believe your password is known to someone else or may have been used in an unauthorised way.
- 5.4 The University will not be liable for any unauthorised use which is made using your user name or password.
- 5.5 The University reserves the right at its absolute discretion to refuse any request for registration, or to cancel any existing registration, for any reason whatsoever.

6. USE OF THE WEBSITE

- 6.1 You must not use the Website or allow any other person to use the Website:
 - 6.1.1 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;
 - 6.1.2 to disrupt, interfere with or restrict the use of the Website by other users;
 - 6.1.3 in any way that breaches any applicable local, national or international law or regulation;
 - 6.1.4 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 6.1.5 for the purpose of harming or attempting to harm any person;

- 6.1.6 to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in these terms; or
- 6.1.7 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 6.2 You agree not to:
 - 6.2.1 impersonate any other person or create a false identity via in connection with your use of the Website;
 - 6.2.2 use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than any search engine and search agents available from the University on the Website and other than generally available third party web browsers (e.g. Microsoft Internet Explorer); or
 - 6.2.3 reproduce, duplicate, copy or re-sell any part of the Website in breach of these terms; or
 - 6.2.4 access without authority, interfere with, damage or disrupt:
 - (a) any part of the Website;
 - (b) any equipment or network on which the Website is stored;
 - (c) any software used in the provision of the Website.

7. UPLOADING, SUBMITTING OR POSTING CONTENT

- 7.1 Your Content must be accurate (where it states facts), be genuinely held (where it states opinions) and comply with applicable law in the UK and any other country from which it is sent.
- 7.2 Your Content must not:
 - 7.2.1 be defamatory, deceptive or misleading, obscene, offensive, sexually explicit, hateful or inflammatory or be likely to harass, upset, embarrass, alarm or annoy any other person or invade any person's privacy;
 - 7.2.2 promote discrimination on race, sex, religion, nationality, disability, sexual orientation or age, sexually explicit material, violence or any illegal activity;
 - 7.2.3 infringe any copyright, database right or trade mark of any person;
 - 7.2.4 breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 7.2.5 give the impression that it emanates from the University, if this is not the case; or
 - 7.2.6 assist any unlawful act.
- 7.3 You warrant that Your Content will comply with the standards set out in these Terms and you will be liable to the University and indemnify the University for any breach of that warranty.
- 7.4 You grant the following royalty free, perpetual, non-exclusive licences in relation to Your Content:
 - 7.4.1 a licence for the University to use Your Content for all purposes set out in or contemplated by these Terms, including to display the Job Postings; and
 - 7.4.2 a licence for all Users to use any of Your Content which you post or otherwise make available on the Website for all purposes in connection with their use of the Website.
- 7.5 The University may disclose your identity to any third party who is claiming that any of Your Content constitutes a violation of their intellectual property rights, or of their right to privacy.
- 7.6 The University may, in its absolute discretion, remove all or any of Your Content from the Website if, in its opinion, it does not comply with these Terms.

8. JOB POSTINGS

- 8.1 When you upload a Job Posting to the Website you acknowledge and agree that:
 - 8.1.1 the Job Posting will not appear on the Website until it has been reviewed and approved by the University;
 - 8.1.2 the University reserves the right, in its absolute discretion, to decline to publish any Job Posting it considers to be unlawful or unsuitable for publication on the Website;

- 8.1.3 the University's approval of any Job Posting will not constitute any representation or warranty that its contents comply with relevant legal and regulatory requirements and you are solely responsible for the content of your Job Postings;
- 8.1.4 the Job Posting must specify the salary payable in connection with the Opportunity; and
- 8.1.5 the Job Posting must comply with all legal and regulatory requirements.
- 8.2 All Opportunities for which you place an Job Posting on the Website must:
 - 8.2.1 be genuine Opportunities in relation to a specific and genuine vacancy; and
 - 8.2.2 pay a guaranteed salary of not less than the national minimum wage from time to time.
- 8.3 If, when you post or upload your Job Posting, you select the Standard Service then your Job Postings will normally appear on the Website within 3 Business Days of receipt but the University makes no representation or guarantee in relation to the timetable for approving and displaying the Job Posting.
- 8.4 If, when you post or upload your Job Posting, you select the Feature Ad Service then:
 - 8.4.1 provided the Job Posting is approved by the University, it will be published on the Website within 1 Business Day of receipt; and
 - 8.4.2 the Opportunity will be promoted by the University via social media and you grant the University all necessary consents and permissions to promote the Opportunity in this way.

9. FEES

- 9.1 The University makes the following charges for the Services:
 - 9.2 if you are a Recruiter:
 - 9.2.1 £100 for each Opportunity you advertise on the Website using the Standard Service; and
 - 9.2.2 £180 for each Opportunity you advertise on the Website using the Feature Ad Service
 - 9.3 if you are an Employer:
 - 9.3.1 no charge for any Opportunity you advertise on the Website using the Standard Service; and
 - 9.3.2 £180 for each Opportunity you advertise on the Website using the Feature Ad Service
- (the "**Fees**")
- 9.4 The Fees are payable when you post or upload a Job Posting and will only be refunded if the University declines to publish the Job Posting.

10. JOBSEEKERS

- 10.1 You must:
 - 10.1.1 comply in all of your dealings with Jobseekers (including during the recruitment process) with all relevant laws and regulations;
 - 10.1.2 provide Jobseekers with all information reasonably necessary to allow them to evaluate Opportunities and any offer of employment made to them; and
 - 10.1.3 ensure that Jobseekers have the necessary qualifications, licences, consents and permission necessary for them to undertake work for you in connection with the Opportunity.
- 10.2 You acknowledge and agree that it is your sole responsibility to:
 - 10.2.1 verify the accuracy of information provide by Jobseekers;
 - 10.2.2 confirm Jobseekers' identities;
 - 10.2.3 confirm Jobseekers' right to work in the United Kingdom,and the University makes no representation, recommendation, guarantee or promise in relation to any Jobseeker or their identity, qualifications or experience.
- 10.3 You acknowledge that only CVs of students or graduates of the University are available from the CV library and that it will be your responsibility to investigate whether other more suitable candidates for your Opportunities are available.

- 10.4 You must not contact a Jobseeker or a Jobseeker's current employer or referee without the Jobseeker's prior written consent.
- 10.5 You must indemnify the University against all claims, costs, damages, expenses and other losses suffered or incurred by the University in connection with any claim against it by a Jobseeker arising as a result of or in connection with any act or omission by you.
- 10.6 If any personal data in relation to a Jobseeker is provided to by the University or made available to you via the Website (including any information you obtain from the CV Library), you must:
 - 10.6.1 process such personal data solely for the purposes of and to the extent necessary to an Opportunity;
 - 10.6.2 put in place and maintain adequate measures to prevent the loss or damage of or unauthorised access to such personal data; and
 - 10.6.3 process such personal data strictly in accordance with the requirements of the Data Protection Act 1998 (the "DPA").
- 10.7 In paragraph 10.6, "personal data" and "process" shall have the meanings given to them in the DPA.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The University is the owner or the licensee of all intellectual property rights in the Website and the material on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 11.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use. You must not modify those materials or use any of the illustrations, photographs, video or audio material or graphics separately from the accompanying text. The University's status (and that of any identified contributors) as the author of content on the Website must always be acknowledged.
- 11.3 You must not use any part of the content of the Website for commercial purposes other than for advertising Opportunities.

12. LINKING TO THE WEBSITE

- 12.1 You may link to the home page of the Website provided you do so in a way which is fair and legal and does not damage the University's reputation or suggest any form of association, approval or endorsement by the University where none exists.
- 12.2 The Website from which you link must not contain material which, if it appeared on the Website, would be a breach of these Terms. You must not frame the Website on any other website, or link to any part of the Website other than the home page. The University reserves the right to withdraw linking permission without notice at its discretion

13. LINKS TO OTHER WEBSITES

The Website may contain links to other websites which do not belong to the University and which the University has no control over. Links to other website should not be interpreted as endorsements of those websites and the University accepts no liability for such other websites.

14. THE UNIVERSITY'S LIABILITY

- 14.1 Nothing in these terms excludes or limits the University's liability for death or personal injury arising from the University's negligence, or the University's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 14.2 To the extent permitted by law, the University exclude all conditions, warranties, representations or other terms which may apply to the Website and any content on it, whether express or implied.
- 14.3 The University has no control over, and is not responsible for:
 - 14.3.1 the content or accuracy of the User Content; or
 - 14.3.2 any act or omission of any Jobseeker.
- 14.4 The University will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or your downloading of any content on it, or on any website linked to it.

- 14.5 Subject to paragraph 14.1,
- 14.5.1 the University will not be liable to you for any loss or damage, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, the Website; or
 - (b) use of or reliance on any User Content.
- 14.5.2 the University will not be liable to you in connection with the Website or the Services for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity, goodwill or reputation; or
 - (e) any indirect or consequential loss or damage; and
- 14.5.3 the University's maximum aggregate liability to you in respect of the Website and the Services will be the amount of the Fees (if any) that you have paid to the University up to the point at which any claim or claims which you have against the University arise.
- 14.6 The limitations on liability set out in this paragraph 14 will apply whether the liability arises in contract, tort (including negligence), breach of statutory duty, or otherwise.

15. SECURITY

You acknowledge that the transmission of information via the internet is not completely secure. Although the University will do its best to protect Your Content, we cannot guarantee the security of any information that you transmit to or via the Website. Any such transmission will be at your own risk.

16. BREACH OF THESE TERMS

- 16.1 If you breach of any of these Terms, the University may take the following action against you:
- 16.1.1 the immediate suspension or cancellation of your right to use the Website;
 - 16.1.2 the immediate removal of any or all of Your Content
 - 16.1.3 legal proceedings against you; and
 - 16.1.4 disclosure of such information about you to law enforcement authorities as is required by law or as the University reasonably believe is desirable.
- 16.2 The University's rights under this paragraph are in addition to any other legal rights and remedies it may have, whether under these Terms or by virtue of relevant law.
- 16.3 **YOU AGREE TO INDEMNIFY THE UNIVERSITY AND KEEP IT FULLY INDEMNIFIED FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE LEGAL EXPENSES), DAMAGES AND LOSSES ARISING OUT OF ANY BREACH BY YOU OF THESE TERMS.**

17. OTHER IMPORTANT TERMS

- 17.1 These Terms shall be governed by and construed in accordance with English law.
- 17.2 The Courts of England and Wales will have exclusive jurisdiction to determine any matter or dispute in connection with these Terms or the use of the Website.
- 17.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.4 These Terms set out the entire agreement between you and the University in relation to your use of the Website. You agree that in using the Website you are not relying on any representation, promise, representation or statement not set out in these Terms.
- 17.5 If the University fails to insist that you perform your obligations under these Terms or does not enforce or delays in enforcing its rights under these Terms, that does not mean that the University has waived those rights or that you do not have to comply with your obligations. If the University does waive a default by you, it will only do so in writing and that will not mean that the University will automatically waive any later default by you

17.6 If you have any queries or comments about these Terms, you can e-mail the University at jobsonline@arts.ac.uk.