

CREATIVE OPPORTUNITIES WEBSITE TERMS OF USE

These terms and conditions ("**Terms**") apply to users who use the Website (as defined below) to browse and/or apply for job opportunities. If you are a Recruiter or Employer (each as defined below) you will be subject to the University's terms and conditions for recruiters and employers, 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 Postings**" means advertisements for or descriptions of Opportunities which appear on the Website;

"**Application**" means your application for an Opportunity;

"**CV Library**" means those pages of the Website where CVs created by Users using the CV Tool can be viewed and downloaded by Employers and Recruiters who have approved UAL accounts;

"**CV Tool**" means the interactive tool on the Website which allows Users to generate and store CVs;

"**Employer**" means a User who uses the Website to advertise Opportunities on its own account in relation to internal vacancies;

"**Opportunities**" means employment opportunities, details of which are uploaded to or posted on the Website by Employers or Recruiters or by the University on behalf of Employers or Recruiters;

"**Recruiter**" means a User who uses the Website to advertise Opportunities as an agent for a third party;

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

"**User**" means a person who use 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 or to the Website by a User, including, but not limited to, Job Postings;

"**you**" means the person using the Website;

"**Your Content**" means any User Content which is uploaded, posted or submitted by you, including the CV or other documents that you generate using the CV Tool; and

"**Website**" means the website at <http://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. 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. PRIVACY

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

4. CHANGES TO THE WEBSITE AND THESE TERMS

4.1 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.

4.2 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.

5. ACCESS TO THE WEBSITE

- 5.1 Access to the Website is free of charge.
- 5.2 You acknowledge and agree that:
 - 5.2.1 the University does not guarantee that the Website or any content on it will always be available or uninterrupted;
 - 5.2.2 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;
 - 5.2.3 the University will not be liable if for any reason the Website is unavailable at any time or for any period;
 - 5.2.4 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
 - 5.2.5 the University does not guarantee that the Website or any content on it will be free from errors or omissions.

6. REGISTRATION

- 6.1 The University restricts access to the majority of the Website (including, without limitation, details of the Opportunities) to registered users.
- 6.2 By registering to use the Website you warrant that:
 - 6.2.1 all information provided on registration is accurate, current and complete; and
 - 6.2.2 you will update University with any changes to your registration information, including changes to any email addresses.
- 6.3 If you are given or you choose a username and password for the Website then you must:
 - 6.3.1 protect your username and password from unauthorised use;
 - 6.3.2 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
 - 6.3.3 notify the University immediately if you believe your password is known to someone else or may have been used in an unauthorised way.
- 6.4 The University will not be liable for any unauthorised use which is made using your user name or password.
- 6.5 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.

7. USE OF THE WEBSITE

- 7.1 You must not use the Website or allow any other person to use the Website:
 - 7.1.1 to knowingly transmit any data or 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;
 - 7.1.2 to disrupt, interfere with or restrict the use of the Website by other users;
 - 7.1.3 in any way that breaches any applicable local, national or international law or regulation;
 - 7.1.4 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 7.1.5 for the purpose of harming or attempting to harm any person;
 - 7.1.6 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
 - 7.1.7 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 7.2 You agree not to:
 - 7.2.1 impersonate any other person or create a false identity via or in connection with your use of the Website;

- 7.2.2 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
- 7.2.3 reproduce, duplicate, copy or re-sell any part of the Website in breach of these Terms; or
- 7.2.4 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.

8. UPLOADING OR SUBMITTING CONTENT

- 8.1 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.
- 8.2 Your Content must not:
 - 8.2.1 be defamatory, deceptive or misleading, obscene, offensive, sexually explicit, hateful or inflammatory or likely to harass, upset, embarrass, alarm or annoy any other person or invade any person's privacy;
 - 8.2.2 promote discrimination on race, sex, religion, nationality, disability, sexual orientation or age, sexually explicit material, violence or any illegal activity;
 - 8.2.3 infringe any copyright, database right or trade mark of any person;
 - 8.2.4 breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 8.2.5 give the impression that it emanates from the University, if this is not the case; or
 - 8.2.6 assist any unlawful act.
- 8.3 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.
- 8.4 You grant the following royalty free, perpetual, non-exclusive licences in relation to Your Content:
 - 8.4.1 a licence for the University to use Your Content for all purposes set out in or contemplated by these Terms; and
 - 8.4.2 a licence for other Users (including Recruiters and Employers) to use Your Content in connection with their use of the Website.
- 8.5 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.
- 8.6 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.

9. CV TOOL

- 9.1 The CV Tool is only available to Users who are students or graduates of the University.
- 9.2 If you create a CV using the CV Tool you will be asked whether you would like your CV to be stored in the CV Library. If you request the University to store your CV in the CV Library then you acknowledge and agree that your CV will be available to be viewed and downloaded by Recruiters and Employers who have registered on the Website.
- 9.3 If you choose not to place your CV in the CV Library, then the University will store a copy of it on the Website but this will only be accessible by you and the University.
- 9.4 You may only use the CV Tool to create your own CV and must not use the CV Tool to create a CV for or on behalf of any other person.
- 9.5 The University will not be liable to you for any losses you suffer as a result of errors or inaccuracies in your CV or your CV being or becoming out of date.
- 9.6 You may ask the University to remove your CV from the CV Library by contacting it at jobsonline@arts.ac.uk.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 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.
- 10.2 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.
- 10.3 You must not use any part of the content of the Website for commercial purposes other than for applying for Opportunities.

11. LINKING TO THE WEBSITE

- 11.1 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.
- 11.2 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.
- 11.3 If you are the operator of a website which advertises or promotes job opportunities then you may link to the pages of our Website that display the Job Postings and/or refer to the Job Postings on your Website provided that:
 - 11.3.1 you state on your website that the Website is the original source of the Job Posting; and
 - 11.3.2 you request via appropriate text on your website that all applicants for Job Opportunities to which the Job Postings inform the relevant Recruiter or Employer that they became aware of the Job Opportunity via the Website.

12. 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.

13. THE UNIVERSITY'S LIABILITY

- 13.1 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.
- 13.2 To the extent permitted by law, the University excludes all conditions, warranties, representations or other terms which may apply to the Website and any content on it, whether express or implied. In particular, the University does not make any warranty, representation or guarantee in relation to the identity or intentions of any Recruiter or Employer or the suitability of any Opportunity.
- 13.3 The University has no control over, and is not responsible for, the content or accuracy of the User Content including, without limitation, the Job Postings.
- 13.4 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.
- 13.5 You acknowledge and agree that we have no liability to you for any act or omission by any Recruiter or Employer including, without limitation, any negligence by a Recruiter or Employer or breach by a Recruiter or Employer or any contract between you and a Recruiter or Employer.
- 13.6 Subject to paragraph 13.1,
 - 13.6.1 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.

- 13.6.2 the University will not be liable to you in connection with the Website 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
- 13.7 The limitations on liability set out in this clause 13 will apply whether the liability arises in contract, tort (including negligence), breach of statutory duty, or otherwise.

14. 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 information and 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.

15. BREACH OF THESE TERMS

- 15.1 If you breach of any of these Terms, the University may:
- 15.1.1 immediately suspend or cancel of your right to use the Website;
 - 15.1.2 remove of any or all of Your Content
 - 15.1.3 take legal proceedings against you;
 - 15.1.4 take disciplinary proceedings against you (if you are one of the University's students); and/or
 - 15.1.5 disclose of such information about you to law enforcement authorities as is required by law or as the University reasonably believe is desirable.
- 15.2 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.
- 15.3 **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.**

16. OTHER IMPORTANT TERMS

- 16.1 These Terms shall be governed by and construed in accordance with English law.
- 16.2 The Courts of England and Wales will have non-exclusive jurisdiction to determine any matter or dispute in connection with these Terms or the use of the Website.
- 16.3 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.
- 16.4 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
- 16.5 If you have any queries or comments about these Terms, you can e-mail the University at jobsonline@arts.ac.uk.