

Jobseeker and Candidate Terms

Effective from 13 April 2015

Please read these Jobseeker Terms and Conditions (“Jobseeker and Candidate Terms”) carefully before registering to use this website (the “Site”). You should understand that by registering you are confirming your acceptance of these Jobseeker Terms.

1. Information About Us

The Site and its services are operated by Coaching Assembly Limited (“CoachingAssembly”, “we”, “our” or “us”). We are registered in England & Wales under company number 09084967 and have our registered office at Wallside House, 12 Mount Ephraim Road, Tunbridge Wells, Kent TN11EG, United Kingdom.

2. Definitions

In these Jobseeker Terms the following expressions have the defined meanings:

“**Application**” means an application for a job vacancy that has been advertised on the Site and/or Jobseeker Services;

“**CV Services**” is a service which, if selected by the Jobseeker, enables the Jobseeker to make his or her CV available to recruiters who have subscribed to receive CVs by email and/or to search for CVs in our database using various search criteria; and

“**Jobseeker**” means the person registering to use the Site and/or Jobseeker Services;

“**Jobseeker Services**” means free job finding tools and services made available via the Site including, without limitation, A-List, Newsletter, CV Services, preparation content etc.

3. Access to the Site and Services

- 3.1. Subject to any contractual obligations we may owe to any users of our paid services, we shall not be liable if for any reason the Site and Services are unavailable at any time or for any period.
- 3.2. From time to time, we may restrict access to all or some parts of the Site and Services to users who have registered with us.
- 3.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.
- 3.4. We reserve the right to restrict or deny you access to all or some parts of the Site and Services if, in our opinion, you have failed to comply with these General Terms.

4. Agreement to Website General Terms of Use and Privacy Policy

The Jobseeker has read, understood and agrees to the Jobseeker and Candidate Terms of Use and the Privacy Policy which are deemed incorporated into these Jobseeker and Candidate Terms.

5. Intellectual Property and Permitted Use

- 5.1. We are the owner or licensee of all intellectual property rights in the Site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2. You may print and download extracts from the Site and Services for personal non-commercial use on the following basis:
 - 5.2.1. no documents or related graphics are modified in any way;
 - 5.2.2. no graphics are used separately from accompanying text;
 - and
 - 5.2.3. no copyright and trade mark notices are removed.
- 5.3. You agree not to:
 - 5.3.1. use the Site and Services for commercial purposes without obtaining our prior written agreement;
 - 5.3.2. copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any content of the Site and Services except as permitted above.

6. Jobseeker Services

The Jobseeker Services are provided “as is”. All warranties, conditions, representations or other terms that may be implied by statute or common law in relation to the Jobseeker Services are excluded by us to the fullest extent permitted by law.

7. Job Vacancies and process

The Jobseeker acknowledges that we are not responsible for the content of any job vacancy advertising and that accordingly it is a matter for the Jobseeker to satisfy himself/herself as to the suitability of the job vacancy and the identity of the advertiser/recruiter.

The Jobseeker acknowledges that we are not responsible for managing and taking decision related to the recruitment process for a specific position advertised on the website.

8. Applications

- 8.1. If the Jobseeker submits an Application, the Jobseeker agrees that:
 - 8.1.1. the Jobseeker has read and understood the requirements for the job vacancy;
 - 8.1.2. the information that the Jobseeker provides as part of the Application (including without limitation, in any CV) is a true and accurate reflection of the Jobseeker’s employment, education, experience and training and that the Jobseeker’s personal details are correct;
 - 8.1.3. first application through our website, or page powered by CoachingAssembly is considered as a full registration to the CoachingAssembly’s website

- 8.2. If the Jobseeker submits any information in an Application that is found to be false, we reserve the right to deny the Jobseeker access to the Site and its services.
- 8.3. Jobseekers should note that Applications are assessed by the relevant recruiter and all decisions relating to such Applications are taken by the relevant recruiter and not by us. Accordingly, any requests for information relating to Applications that have been made should be addressed to the recruiter directly.

9. Material Submitted by You

- 9.1. Except for information that identifies you personally (e.g. your name, address, telephone number, email address and CV), any material which you submit will be considered non-confidential and non-proprietary such that we shall have the right to use, copy, distribute and disclose it to third parties for any purpose.
- 9.2. You agree not to submit any material:
 - 9.2.1. that is false, misleading, defamatory, discriminatory, threatening, offensive, abusive, likely to cause someone anxiety or distress, encourages violence or racial or religious hatred, blasphemous, pornographic, in breach of confidence, in breach of privacy; or
 - 9.2.2. that infringes any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material; or
 - 9.2.3. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
 - 9.2.4. which encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful.
- 9.3. We are not obliged to use material submitted by you and we may remove from the Site, the Services and our database any of the material submitted by you at our sole discretion.
- 9.4. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone submitting material in breach of clause 9.2.
- 9.5. We will not be responsible, or liable to any third party, for the content or accuracy of any materials submitted by you.

10. Data Protection and Privacy

- 10.1. We use and process your personal information in accordance with our Privacy Policy.
- 10.2. We hold a data protection registration and comply with the Data Protection Act 1998.

11. Third Party Content and Links

- 11.1. We are not liable or responsible for the third party content on the Site and in the Services. Third party content includes, for example, material posted by other users of the Site and Services, job vacancy advertisements and display advertising.

- 11.2. Where the Site and Services contain links to other sites and resources which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or responsible for the content of third party sites or resources.

12. Our Liability

- 12.1. The material contained on the Site and in the Services is for information purposes only and does not constitute advice. You should carry out your own check in respect of any information on the Site and in the Services and use your own judgement before doing or not doing anything on the basis of what you see. Unless expressly stated in writing by us or required by law, we give no warranties of any kind in relation to the materials on the Site and in the Services.
- 12.2. We are not liable for:
- 12.2.1. any action you may take as a result of relying on any information/materials provided on the Site and in the Services or for any loss or damage suffered by you as a result of you taking such action; or
 - 12.2.2. any dealings you have with third parties (e.g. other users or advertisers) that take place using or facilitated by the Site and Services; or
 - 12.2.3. any liability for losses which are not a foreseeable or likely consequence of (i) your use of the Site and Services, or (ii) a breach by us of these General Terms.
- 12.3. We are not responsible if you cannot use the Site and Services properly or at all because of any event outside our control (e.g. the performance of your or our internet service provider, your browser or the internet.)
- 12.4. The Site and Services rely in part on software to work. Whilst we monitor the Site and Services and try to fix bugs promptly, we do not guarantee that the Site and Services will be error free, available all the time and/or free from viruses.
- 12.5. Nothing in these General Terms affects any liability which we may have for death or personal injury arising from our negligence, fraud or any other liability which cannot be excluded or limited by law.

13. Validity of these General Terms

If any part or provision of these General Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

14. Applicable Law and Jurisdiction

These General Terms are governed by English law. The English courts shall have exclusive jurisdiction over any claim brought by you arising from, or related to, use of the Site and Services and these General Terms.