

# Recruitment/Job Board - Terms and Conditions

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## Governing Law

Your use of this website will be governed by English law and by using it you submit to the exclusive jurisdiction of the English Courts.

- The terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from matters relating to the Site shall be exclusively subject to the jurisdiction of the courts of England and Wales.
- If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted from the terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

## Disclaimer

- To the fullest extent permitted by applicable laws, in no event shall MAH or its officers, directors, employees, agents, partners, suppliers, and contractors be liable for any loss or damage of any kind or character including (without limitation) any compensatory, incidental, direct, indirect, special, punitive, or (without limitation) consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of goodwill, loss of or corruption of data or contracts, loss of or damage to property, claims of third parties, or other losses of any

kind or character, or any indirect or (without limitation) consequential loss or damage of any kind howsoever arising, whether in tort (including by negligence), contract or otherwise, arising out of or in connection with the use of this website, its contents (or part thereof) or any website with which this website is linked. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary.

- The information contained on this website is provided "as is" and without warranty of any kind, either expressed or implied.
- Any condition, warranty or other term which would be implied into any contract between MAE and any user of this website, whether by statute, common law or otherwise (including without limitation the implied conditions of satisfactory quality and fitness for a particular purpose), with respect to this website and the whole or any part of its contents or any website with which it is linked, is hereby excluded.
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- Individual users and advertisers are solely responsible for the content of advertising and other material that they submit to MAH and for ensuring that such content complies with all relevant legislation. MAH accepts no responsibility for the content of material posted by third parties, including, without limitation, any error, omission or inaccuracy therein.

## Privacy Policy

Please read our **privacy policy**, by clicking on the link below. This will explain how we process, use & safeguard your data <https://privacypolicy@markallengroup.com>

## Email Marketing

When you request email alerts from Nursery World Jobs your data is processed and stored in a secure system. More details on how personal information is stored can be found at <https://privacypolicy.markallengroup.com/how-is-my-personal-information-kept-secure>

Please note, that as a candidate or employer who unsubscribes from the MAG / MAH marketing emails you will NOT automatically be unsubscribed from automated alerts from this website. You will need to manage your account by clicking on the links below:

Jobseeker login <https://jobs.internurse.com/account/login>

Recruiter login <https://recruiter.internurse.com/>

If you would like to update your preferences in regards to marketing materials that you may receive from us in the future, then please go to our Contact Preference Centre <https://contactpreferences.markallengroup.com>

If you hold a jobseeker or recruiter account with Nursery World Jobs, you will automatically receive a notification after 365 days to update your preferences or your account will be deleted.

## CV Database – Jobseeker

The CV database is a service that we, MA Healthcare Ltd, provide to individuals that want their CVs made available to recruitment agents and potential employers. By submitting your CV to us you agree to the following terms and conditions.

- You warrant that the information contained within your CV honestly and accurately describes yourself and your qualifications, experience etc and that the information in your CV is up to date.
- You agree that your CV, which will necessarily include your contact details and other personal data, will be accessible to selected third parties, such as recruitment agents and potential employers (“associates”) so that they may contact you directly about job opportunities that they believe might interest you.
- If you no longer wish for your CV to be made available on our database you can remove it by logging into your jobseeker account <https://jobs.internurse.com/account/login> Alternatively, please let us know by sending an appropriate email to this address [customerservices@markallengroup.com](mailto:customerservices@markallengroup.com). Once we are aware that you no longer wish to have your CV made available for job opportunities we will cease to contact you about them and will cease to make your CV available to associates.
- Please note that associates that have previously downloaded your CV will not know that you are no longer interested in receiving information about job opportunities so you will need to inform them directly of this as and when they contact you.
- You accept that we are not responsible or liable for the activities or representations of any Associates or any employers with whom we put you in touch. You should exercise all due caution in contacting anyone that claims to be an Associate and taking up any offers of employment with or through them.
- Do use a telephone number and email address. National Insurance numbers and date of birth are not a requirement.

## Viruses

- While effort has been taken to ensure that the pages of the Site are free from viruses, MAH gives no warranties that they are indeed free from viruses and users are responsible for ensuring that they have installed adequate virus checking software.
- MAH excludes, in so far as it is legally possible, all liability and responsibility (other than liability for death or physical injury arising out of the negligence of MAH or its officers) for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of:
  - a) the pages on the Site or any other Internet sites; or
  - b) any material downloaded from the Site or any other Internet sites.

## **Applications and Correspondence with Recruiters and/or Employment Agencies**

Recruiters and/or Employment Agencies should never ask for money to arrange a meeting or referral. Jobseekers should not send any money. If you receive such correspondence, please inform us immediately, as this is a breach of our terms and conditions.

Once an associate obtains your CV / data via application or CV download from Internurse Jobs (jobs.internurse.com) they are then also responsible for owning & processing your personal data. Please see our privacy policy <https://privacypolicy@markallengroup.com> which explains how we process, use & safeguard your data, but once an associate has your details, it's their responsibility to communicate with you how they will process & use your data.

## **Passwords**

Passwords are for the sole use of the person to whom they are issued. We may deny access if we reasonably believe that it is being used by an unauthorised person or that the user is breaching these terms and conditions.

Please use an appropriately complex password and keep it secure.

## **Advertising**

- We do not guarantee any response to your advertisement or that responses will be from individuals suitable for the job advertised. It is your responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.

- A job posted on the job site will remain live for 28 days or until the agreed closing date of the job. Any extension of this time will be charged to the Customer as a new posting. Any jobs posted in addition to the agreed number of jobs per month will be charged at the agreed overspending rate listed on your contract.
- If any Services to be used within any time period specified on the Order Form are not used within that period of time they may not be carried over into any subsequent period without our prior written consent. The Customer will be responsible for payment for any unused Services.
- To cancel or alter an order for a Campaign you must inform us, in writing, by email, at least two working days before the advertisement is live or contract commences. Otherwise you must pay the full amount set out in the order, irrespective of whether any delivery targets have been met or if the vacancy has been fulfilled by an alternative method or supplier.
- You are responsible for the content of material supplied by you and for ensuring that you have the right to supply it to us and that it complies with all relevant legislation and codes of practice. If we receive complaints about any material or its content we may, at our discretion, remove the material from display without reference or liability to you. You will indemnify us against any claim that the material infringes the intellectual property rights or other rights of others or is defamatory or otherwise offensive.
- You agree to deal fairly and professionally with individuals you may contact using information from the candidate database and not do anything which may bring this job site into disrepute. You will indemnify this job site from and against any claim brought by an individual against this job site arising from your breach of this obligation or any other of these terms and conditions.
- Advertisements which appear to discriminate on grounds of sex, race or disability are illegal and may result in proceedings being taken against both the advertiser and the publisher. Advertisements are accepted by this job site on the basis that the advertiser confirms that any requirement or qualification which may appear to discriminate illegally is in compliance with any exemption available under the relevant legislation. Notwithstanding this confirmation, if we nonetheless believe that an advertisement may be discriminatory we may at our discretion either amend the advertisement or remove it from job site without liability to you to make any refund of amounts paid or due to be paid in respect of the posting or otherwise and will inform you accordingly.

## Payments

All prices exclude VAT. All invoices are payable within 28 days from invoice date. You can also pay via our secure online payment system [here](#). Adverts will only go live once payment has been made or written consent received via the appropriate team member. For any problems uploading your job, contact the sales team [sales@internurse.com](mailto:sales@internurse.com) or phone 0207 501 6728.

## **Cancellation Policy**

Internurse Jobs (jobs.internurse.com) does not accept any cancellation during the agreed contract dates clearly stated on the contract. Upon receipt of the signed/written agreement, the customer has by law entered into a legally binding contract. Unused job credits will not be rolled over but may be extended upon signing a new contract.

We may terminate the provision of Services if:

- The Customer is in material breach of these terms and conditions and has not remedied such breach within ten days of notice specifying the breach and requiring that it be remedied
- The Customer becomes insolvent, ceases to trade or goes into liquidation.

*This site and the CV database service are operated by MA Healthcare Ltd of: St Jude's Church, Dulwich Road, Herne Hill, London SE24 0PB, Telephone 020 7738 5454, Registered in England no. 01878373, Email: [customerservices@markallengroup.com](mailto:customerservices@markallengroup.com)*