

# **TERMS AND CONDITIONS**

**Version: 180521 - Effective Date: 21 May 2018**

## **1. Introduction**

- 1.1 This website is owned and operated by The Job Auction Ltd. Our company information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They replace any previous versions. By registering on or using our Service (as defined below) you agree to be bound by these terms and conditions. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.
- 1.3 These terms and conditions apply to all Users. The Addendum (at the end of these terms and conditions) contains additional terms which apply only to Advertisers. In the event of any conflict, the Addendum takes priority.

## **2. Definitions**

- 2.1 Capitalised terms have the following meanings in these terms and conditions:
  - a) "Advertisements" - all promotions on our Service of any kind including recruitment advertisements, job auction listings, skill auction listings.
  - b) "Advertiser" - a User who places an Advertisement on our Service.
  - c) "Consumer" - an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft or profession.
  - d) "Content" - all information of whatever kind (including Advertisements, posts, comments, chat, images, photos, audio, video, messages etc.), published, stored or sent on or in connection with our Service.
  - e) "Service" - our website, the services we offer by means of our website and any related software and services.
  - f) "User" - persons or organisations using our Service (whether or not registered with us) including Advertisers.

## **3. Changes to the terms and conditions**

- 3.1 We may change these terms and conditions by posting the revised version on our website at least 7 days before they become effective. Please check our website from time to time. You will be bound by the revised agreement if you continue to use our Service following the effective date shown. If you are a Consumer which has paid to use our Service, the revised agreement takes effect if you continue to use our service once the period covered by the payment period ends.

## **4. Your order**

- 4.1 Your order is an offer to contract with us.
- 4.2 You place your order by using the ordering process on our site. This involves transmitting the order to us by clicking on the "Pay Now" or equivalent button. This process permits you to check and amend any errors before making an order by using the change function and/or the internet browser back button.

- 4.3 We will send you a confirmation email after your order. This is our acceptance of your offer and the point at which a legally binding contract is formed.

**5. Right to cancel (“cooling off”)**

- 5.1 If you are a Consumer (please read the definition consumer) located within the European Economic Area, you have the right to cancel this contract subject to the provisions set out below.

- 5.2 You lose the right to cancel contracts for the supply of services which have been fully performed, i.e. completed.

- 5.3 If you do have the right to cancel, the following apply:

*Right to cancel*

- 5.4 You have the right to cancel this contract within 14 days without giving any reason.

- 5.5 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

- 5.6 To exercise the right to cancel, you must inform us The Job Auction Ltd, 40 Bank Street, Canary Wharf, London, England, E14 5NR of your decision to cancel this contract by a clear statement (e.g. a letter sent by post). You may download and use a model cancellation form at the end of this document but it is not obligatory.

- 5.7 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired or your advert has started.

*Effects of cancellation*

- 5.8 If you cancel this contract, we will reimburse to you all payments received from you.

- 5.9 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

- 5.10 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

- 5.11 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract.

**6. Use of our Service**

- 6.1 We grant Users a limited personal non-transferable right to use our Service subject to these terms and conditions.

- 6.2 You are not eligible for, and must not use or register on, our Service if:  
a) you are below 16 years of age; or

- b) display of or access to any aspect of this Service is illegal under the laws (if applicable) of the country from which you are accessing the Service (e.g. because the country does not permit such a Service or display of or access to such material at all or because you are under the relevant age limit in that country); or
  - c) you have been convicted of any offence, or subject to any court order, relating to assault, violence, sexual misconduct or harassment.
- 6.3 Where you communicate with us on behalf of a company / organisation, you promise that you have authority to act on behalf of that entity.
- 6.4 By agreeing to these terms and conditions as an agent, such as recruitment agent, you confirm that the client for whom you act in connection with use of our Service is bound by these terms and conditions and that you are also independently bound on your own behalf.
- 6.5 You agree that you will not in connection with the Service:
- a) breach any applicable law, regulation or code of conduct;
  - b) publish or send any Content (including links or references to other content), or otherwise behave in a manner, which:
    - i) is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
    - ii) infringes any intellectual property or other rights of others;
    - iii) involves phishing or scamming or similar; or
    - iv) we otherwise reasonably consider to be inappropriate;
  - c) publish or send any Content which involves revealing any personal data of another person (i.e. information enabling someone to be identified or contacted) unless that person is 18 years or over and you have obtained that person's explicit written consent or you are the parent/guardian of such person;
  - d) impersonate any person or entity for the purpose of misleading others;
  - e) publish or send any Content which links to any third party websites which are unlawful or contain inappropriate Content;
  - f) sell access to the Service;
  - g) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
  - h) sell advertising, sponsorship or promotions on or in connection with Content except where explicitly authorized by us;
  - i) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
  - j) do anything which may have the effect of disrupting the Service including worms, viruses, software bombs or mass mailings;
  - k) do anything which may negatively affect other Users' enjoyment of the Service;
  - l) gain unauthorised access to any part of the Service or equipment used to provide the Service;
  - m) use any automated means to interact with our systems excluding public search engines; or
  - n) attempt, encourage or assist any of the above.

- 6.6 You must promptly comply with any reasonable request or instruction by us in connection with the Service.
- 6.7 We are entitled to impose and/or change limitations on usage of our Service, for example in relation to bandwidth.
- 6.8 You must ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.
- 6.9 We do not supply support except to the extent specifically stated on our site, as may be varied from time to time.

## **7. Your Content**

- 7.1 You are responsible for your Content.
- 7.2 You promise to us that you have (and will retain) all rights and permissions needed to enable use of your Content as contemplated by the Service and these terms and conditions.
- 7.3 If you use any features on our site which enable you to share your Content with third party sites, we are not responsible for use of your Content on those third party sites.
- 7.4 We reserve the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant Content.
- 7.5 We do not accept responsibility if your Content is misused by other Users as this is outside our reasonable control.
- 7.6 It is your responsibility to make your own backup of any Content stored within the Service to protect you in case of loss or damage to such material. We are not responsible for such loss or damage.
- 7.7 We reserve the right to place advertisements adjacent to or within your Content. We retain all revenue from such advertisements.
- 7.8 We reserve the right without notice to irretrievably delete your Content following termination of this agreement or if your account has been inactive for six months.

## **8. Advertisements and other Content of other Users**

- 8.1 If you have any complaint about Content or behaviour which you think is defamatory or otherwise infringes your rights, please contact us at The Job Auction, 40 Bank Street, London, E14 3AA or email us at complaints [at] thejobauction.com.

- 8.2 We do not verify Advertisements. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. You should take appropriate professional or other advice where appropriate. We do not accept legal responsibility for the accuracy of, or otherwise in relation to, any Advertisement or for what happens if you go ahead and communicate with an Advertiser.
- 8.3 If you respond to any Advertisement, please note that any resulting contract is between you and the Advertiser concerned. We may facilitate a transaction but we are not a party to that contract. Please direct any queries or complaints to the Advertiser.
- 8.4 While some Advertisements are described as “auctions”, they are not in fact formal auctions where the highest bidder automatically wins. It is entirely a matter for the Advertiser to decide which, if any, bid to accept and for both parties to decide on which terms they wish to contact.
- 8.5 When arranging through the Service to meet another person, you must take appropriate safety precautions. We cannot control what actually happens at such meetings which are at your own risk and are not our responsibility. Be aware that a person may not be who he or she claims to be.
- 9. Third party services / advertising / websites**
- 9.1 We may use third party-provided services or display third party advertising within our Service and/or link to third party websites which may be of interest to you. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use them at your own risk.
- 10. Guidance by us**
- 10.1 Any guidance or similar information which we ourselves make available on our Service is intended as very general guidance information but we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. You rely on such information at your own risk.
- 11. Your account**
- 11.1 Your account on our Service is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).
- 12. Ending or suspending this contract**
- 12.1 You may at any time end this contract by following the instructions on our Service but doing so doesn't entitle you to a refund. (Though this doesn't affect any Consumer “cooling off” rights, explained above.)

- 12.2 We are entitled at any time to end this contract by email notice without cause. If so, we will refund in full any fees already paid which relate to the period after termination.
- 12.3 We are entitled at any time end this contract by email notice without refund if we terminate our Service as a whole.
- 12.4 We are entitled at any time (with or without notice) to end this contract or suspend part or all of our Service if we have reason to believe that you have breached our terms and conditions or if any fees due to us are unpaid / unjustifiably charged back or if it is necessary to protect us or others or if we are required to do so by law or appropriate authority. There will be no refund.
- 12.5 If this contract ends: Your right to use our Service and all licences are terminated. Existing rights and liabilities are unaffected. All clauses in this contract which are stated or intended to continue after termination will continue to apply. You must not attempt to re-register for or continue to use our Service if we have given you notice of termination.

### **13. Functioning of our Service**

- 13.1 We do not guarantee that the Service will be uninterrupted or error-free and are not responsible for any losses arising from such interruptions or errors.
- 13.2 We are entitled, without notice and without liability, to suspend the Service for repair, maintenance, improvement or other technical reason.
- 13.3 We are entitled, without notice and without liability, to make changes to the Service provided these do not have a material adverse effect.

### **14. Liability**

- 14.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 14.2 **Very important:** *If you are a Consumer*, we shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty owed to you by us or by any of our employees or agents;
  - b) such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
  - c) such loss or damage is caused by you, for example by not complying with this agreement; or
  - d) such loss or damage relates to a business of yours.
- 14.3 **Very important:** *If you are a Consumer*, you will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).
- 14.4 *The following clauses apply only if you are not a Consumer:*

- a) If you have paid to use our Service, our total aggregate liability of any kind (including our own negligence) is limited the total fees paid by you to us in connection with our Service.
- b) In no event (including our own negligence) will we be liable for any:
  - i) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - ii) loss of goodwill or reputation;
  - iii) special, indirect or consequential losses; or
  - iv) damage to or loss of data(even if we have been advised of the possibility of such losses).
- c) You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
- d) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- e) This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

## **15. Intellectual property rights**

- 15.1 All trade marks, logos, Content, graphics, images, photographs, animation, videos, text and software used on the Service are our intellectual property or that of Advertisers. For the purposes of your personal use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent.
- 15.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.
- 15.3 If you publish any Content on our Service, you grant us a worldwide, perpetual, non-exclusive, transferable (with right to sub-license), royalty-free licence to use, copy, alter, display, and create extracts of, or derivative works from, that Content in any media formats, on our own Service, on our other channels including mobile, email communications, social media, PR, competitions and press releases and also on third party media, including for the purpose of redistribution or promotion of our Service. You waive your moral rights in relation to such Content to the extent legally permitted. You also grant each User a licence to use your Content in accordance with these terms and conditions.

## **16. Privacy**

- 16.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our [privacy and cookies policy](#) which is subject to change from time to time.

**17. Events outside our control**

17.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

**18. Transfer**

18.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

**19. English law**

19.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>. Our email address is info [at] thejobauction.com.

**20. General**

20.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a "waiver" (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

**21. Complaints**

21.1 If you have any complaints, please contact us via the contact details shown below.

**22. Company information**

22.1 Company name: The Job Auction Ltd

22.2 Country of incorporation: England and Wales.

22.3 Registered number: 09234640

22.4 Registered office and trading address: 40 Bank Street, Canary Wharf, London, E14 5NR, United Kingdom

22.5 Website: <https://www.thejobauction.com>

22.6 Other contact information: See our website.

**ADDENDUM APPLICABLE ONLY TO ADVERTISERS****23. Payment**

- 23.1 Payments for Advertisements must be made in advance. Prices, periods covered and payment methods specified on our Service.
- 23.2 The prices shown on our website include VAT unless we say otherwise.
- 23.3 You are legally committed to pay for your Advertisement once we confirm your order.
- 23.4 We may at any time change our prices. The new rate takes effect if you make or renew an order after we post the new prices on our Service.
- 23.5 You must contact us immediately with full details if you dispute any payment.
- 23.6 You may at any time terminate your Advertisement by following the instructions on our Service. Such termination does not give rise to any refund.
- 23.7 You must make all payments without any set-off, counterclaim or any other deduction. Time shall be of the essence for all payments under this agreement.
- 23.8 If any amount due to us is unpaid (including unjustifiable chargeback), without prejudice to any other remedy that may be available to us, we may charge you: (1) a reasonable additional administration fee; (2) the amount of any third party charges imposed on us; and/or (3) interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998.
- 23.11 Any cash voucher you may receive (promotional or otherwise) is only valid for the use on The Job Auction. You cannot transfer the monies to any external account.

**24. Your Advertisement**

- 24.1 We reserve the right in our discretion without notice to edit the text or layout of Advertisements or to locate or relocate Advertisements on our Service in order to ensure that your Advertisement complies with our terms and conditions and otherwise to the extent that we think fit (provided that you achieve prominence which is broadly equivalent to what we offer for your particular package).
- 24.2 You agree that, in connection with the supply of services which are shown in, referred to or linked to in the Advertisement, you will act in accordance with highest standards reasonably to be expected in the relevant industry and in accordance with all applicable laws, regulations and codes of conduct.
- 24.3 You may only use any contact information supplied by Users in response to Advertisements strictly in accordance with applicable data protection and other laws.
- 24.4 We do not guarantee that your Advertisement will generate any particular level of revenues or suitable enquiries.

24.5 We reserve the right to irretrievably delete your Advertisement and all associated Content (including job applications and CVs) once the Advertisement expires or when this agreement ends.

**The Job Auction**

40 Bank Street  
Canary Wharf  
London,  
E14 5NR