

1 **This Site**

This website (our "**Site**") is operated by Refermyjobs Ltd ("**we**", "**our**", "**us**"). Our address is 28 Lumloch Drive, Bishopbriggs, Glasgow, Scotland, G64 1GS. Our VAT registration number is 345 3512 15.

2 **Who may use our Site**

2.1 Our Site is open to:

2.1.1 those persons looking for employment ("**Candidates**") who are over the age of sixteen (16) only, and who are resident and lawfully able to work in the United Kingdom only. Where you are a Candidate, by using our Site you are guaranteeing that you have all necessary permissions, including any necessary visa, to work on a full time basis in the United Kingdom without restriction.

2.1.2 employers established in the United Kingdom ("**Employers**"), such as sole traders, companies and partnerships. Where you are an Employer, by using our Site you are guaranteeing that you are lawfully able to employ Candidates in relation to any opportunity for employment ("**Job Opportunity**") you submit to our Site.

2.2 If you are not within these categories, and/or are not able to provide these guarantees to meet this criteria, then please do not use or Site our attempt to register with our Site.

2.3 Our Site is not open for employment agencies, employment consultants, or such like, or any person to represent an Employer ("**Agencies**"), in respect of any opportunities for employment. If you are an Agency please leave immediately and do not use our Site. Please note that we may monitor our Site and where we suspect you are an Agency we may prevent you, or persons who use your IP address, from using our Site, and/ or remove material relating to you from our Site.

3 **These Terms**

3.1 These general website terms and conditions (our "**Terms**") explain how you may use our Site. The Site include the websites linked to the following domain names and all associated webpages:

<http://www.refermyjobs.com>

<http://www.refermyjobs.co.uk>

3.2 If you visit our Site you agree to be legally bound by these Registration Terms. If you do not wish to be bound by these Registration Terms, then please leave our Site immediately.

3.3 You should read these Terms carefully before using our Site, as they create binding legal obligations upon you. If you do not understand any part of them please let us know using the contact details set out below. By accessing or using our Site, or any part of it, you agree to be bound by these Terms. If you do not agree with or accept any of these Terms, you should stop using the Site immediately. Please note that we may update our Terms from time to time, so if you revisit our Site at a later date you should check the Terms again at that time to make sure you have seen the current version.

3.4 If you have any questions about our Site or these Terms, including if you don't understand any part of these Terms, please contact us:

3.4.1 by e-mail at info@refermyjobs.com; or

3.4.2 via the form on our site

3.5 We will endeavor to respond to you promptly. Please note that our email and contact form facilities are monitored only during the hours of 10.00am to 5.00pm Monday to Friday (excluding public and bank holidays in Scotland).

3.6 Please also note that we may keep a record of correspondence to enable us to properly manage our Site, to deal with your query, and for quality and training purposes.

4 **Additional documents**

4.1 Our Site is a place where you can find out information about the services we provide. It also allows you to access the services we provide and to acquire services from us. Where you access or acquire services, our registration terms set out at <https://refermyjobs.com/media/j2rplmmq/registration-terms.pdf> (our "**Registration Terms**") will also apply.

4.2 Allowing you to use our Site, and making our Site available to you, requires us and third parties to process your personal data. Each of us has various rights and various obligations, in relation to your personal data. Please see our privacy policy at <https://refermyjobs.com/media/jxmktqok/privacy-policy.pdf> (our "**Privacy Policy**") for further information on how we use your personal data.

4.3 As regards our use of cookies, please see our cookie policy located at <https://refermyjobs.com/media/34vmbzhy/cookie-policy.pdf> (our "**Cookie Policy**").

4.4 Please check all of the above documents carefully before you use our Site or acquire or access our services, as they create binding legal obligations upon you.

5 **Using Our Site**

5.1 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of, or relating to your access to, our Site.

5.2 Whilst we will try to make sure our Site is available and functions properly at all times, we do not guarantee that our Site will be available all the time, or at any particular time, that our Site will function properly, or that any functionality upon our Site will be available at all, or any, times. Further, we may suspend or terminate operation of the Site at any time as we see fit.

5.3 While we try to make sure that our Site is accurate and up-to-date, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose.

5.4 In these Terms, "**Content**" which means any text, images, video, audio or other content or material or information featured on, forming part of, or submitted by you to, the Site.

5.5 The Content we provide is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute employment, financial or legal advice or any other type of advice and should not be relied on for any purposes. Any reliance that you may place on the information on this Site is at your own risk.

5.6 Where you submit Content to our Site, you must ensure that Content is truthful and accurate, that it contains all information relevant and/or material to its purpose, and that it (and its submission) complies with all applicable laws. You must not submit any Content for or in pursuit of any improper or dishonest purpose

5.7 Where the Site allows you to register you must keep your password and other account details confidential. Please let us know immediately in the case that you suspect or know your password or other details have become known to any other person. If you give your login details to any person, you are liable for any use they make of our Site via that login.

- 5.8 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us via the form on our site.
- 5.9 We may prevent or suspend your access to the Site if you do not comply, or we suspect you have not complied, with any part of these Terms, our Registration Terms, our Privacy Policy, our Cookie Policy or any applicable law. This shall be without prejudice to our other rights and remedies in respect of such breach. Please note that we have the ability to trace your IP address and if necessary contact your internet service provider in the event of a suspected breach of these Terms.
- 5.10 If your failure to comply with these Terms may endanger the rights, property or interests of any other person, or we suspect that may be the case, we may disclose your details and any other relevant information we hold about you, to help prevent any damage being suffered.

6 **Restrictions on Misuse**

- 6.1 The Site allows for the submission of Content relating to opportunities for employment. The Site may also contain interactive services, including but not limited to discussion groups, news groups, bulletin boards, chat rooms, blogs and other social networking features which may allow you to post, transmit or submit information. We may or may not actively monitor the Content submitted via these services. As such, whilst we shall endeavour to ensure that all Content is accurate and correct, there is a possibility that you may be exposed to Content upon these services that is inaccurate, fraudulent or deceptive, or that you find offensive or objectionable, and is not endorsed by us. We may remove any of the information upon these services, or restrict your ability to use these services, as we see fit. Your use of these services is at your own risk.
- 6.2 You must not misuse our Site. The following are examples of misuse:
- 6.2.1 submitting fraudulent, inaccurate, materially incomplete, deceptive, dishonest or untruthful Content to or through our Site;
 - 6.2.2 using the Site for any improper, unlawful, or immoral purpose,
 - 6.2.3 causing nuisance through your use of the Site or causing the operation of the Site to be jeopardised or impaired;
 - 6.2.4 using the Site to create, host, or transmit any defamatory, offensive, or obscene material, or engaging in activities which would cause offence to others on grounds of race, religion, sexual orientation or otherwise;
 - 6.2.5 submitting Content to our Site which discriminates on the basis of race, religion, sexual orientation or age, or any other characteristic which would be unlawful to discriminate upon the basis of in the context of employment or offering employment;
 - 6.2.6 using the Site to harm or attempt to harm other people (including children) in any way;
 - 6.2.7 using the Site to create, host, or transmit any material that threatens or encourages bodily harm or the destruction of property, or would constitute a criminal offence or give rise to civil liability;
 - 6.2.8 using the Site to create, host, or transmit material which infringes the copyright, trademark, patent, trade secret, privacy, right of publicity, or other intellectual property or rights of any other party;
 - 6.2.9 using the Site to create, host, or transmit unsolicited advertising material to other users;
 - 6.2.10 using the Site to create, host, or transmit any material that harasses another person;

- 6.2.11 using the Site to make false, misleading, deceptive, or fraudulent offers for employment or to accept employment, to sell or buy products, items, or services, or to send chain letters or pyramid schemes or the like;
- 6.2.12 using the Site to access, or to attempt to access, the accounts of others or to penetrate or attempt to penetrate or breach anyone's security measures, computer software, hardware, electronic communication systems, or telecommunications systems;
- 6.2.13 using the Site to collect, or attempt to collect, personal information about third parties without their knowledge or consent, or to engage in "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other data;
- 6.2.14 using the Site for any activity which adversely affects the ability of other people or systems to use the services or the internet generally, including, without limitation, flooding and hacking; or
- 6.2.15 impersonating any person or entity or using a false name that you are not authorised to use.

7 Intellectual Property

- 7.1 When you submit Content to our Site you grant us the right to use that Content in connection with our business. This includes storing that Content, and making that Content available via our Site. We may permit other people to do this on our behalf. These rights shall be free (you won't be able to charge us for these rights) and irrevocable, and shall exist perpetually. You agree that we do not have to identify you as the author of that material, and that you shall have no right to object to our treatment of that material. This does not affect your rights under laws relating to personal data. However, where any personal data is contained in that Content, you consent, and must have any other identified person's consent, to submit that Content to us and to allow us to use that Content as mentioned above.
- 7.2 This Site and all intellectual property in it is owned by us and or licensors or both (as applicable). Intellectual property includes the copyright in our Site, our trademarks and domain names, and those of other people, design rights, for example in our user interfaces, database rights, and all other intellectual property or rights of any kind, and whether or not they are registered or unregistered, even if it were possible to register them (and we have not progressed any such registration).
- 7.3 We and our licensors reserve all of our and their rights. This means, for example, that we (and they) remain owners of their intellectual property and remain free to use them as we (and they) see fit.
- 7.4 You have the right to access and use our Site, to find out information about us and our services, and to acquire services from us, and subject always to these Terms. Nothing in these Terms or otherwise grants you any other right, title or interest in or to the Site.
- 7.5 Where software is made available through our Site, or by us through any platform such as the Apple App Store or Google Play, please note that your download, installation and use of this software shall be subject to additional terms and conditions, which will be brought to your attention when accessing that software. Where we link to our social media sites, such as Facebook, Twitter and Instagram, please note that these sites have their own terms of use, which you should read and abide by.
- 7.6 Please note that the following are trademarks owned by us or our licensors:

refermyjobs

8 **Infringement**

8.1 If you think any part of our Site, or anything available through our Site, infringes your rights, please contact us at info@refermyjobs.com. When contacting us please provide:

8.1.1 your address, telephone number, and email address;

8.1.2 description of the rights that you claim have been infringed;

8.1.3 a description of the alleged infringing activity;

8.1.4 a statement by you that you have a good faith belief that infringing activity is not authorised by you, the rights owner, their agent, or the law; and

8.1.5 a statement by you, made under penalty of perjury, that the information is accurate and that you are the rights owner or authorised to act on the rights owner's behalf.

9 **Security**

9.1 We may apply security measures and certain restrictions to our Site. You agree not to tamper with or try to circumvent, avoid or negate such security measures or restrictions, or ask or help any other person to do so, including by the submission of false information, or using means which obscure the identity of the devices or persons visiting our Site, such as using VPN services or TOR browsers.

9.2 Our Site contains important notices (including intellectual property notices) including that contained in any digital rights or other security technology embedded or contained within the Site. You must not tamper with or remove any of these notices, including in any printout of our Site.

9.3 Communication via the internet is not secure. While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will remain confidential, for example during its transmission to us.

9.4 In particular, and for that reason, you should not let us have any Unwanted Submissions. While we value your feedback, you agree not to submit any Unwanted Submissions. If you do make any Unwanted Submissions we may use those as we see fit on a free of charge basis. "**Unwanted Submission**" means any information you may want to submit to us being an advertising or marketing suggestion, product idea, business idea, or anything that you regard as confidential, commercially sensitive or valuable.

9.5 Further, we recommend that you have in place up to date antivirus and personal firewall software when accessing and using our Site.

10 **Third Party Sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We do not operate these third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site will be governed by the terms and conditions of that third party site, not these Terms.

11 **The Limits of our Liability**

11.1 Except for any responsibility or liability that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses that were not foreseeable when you accessed our Site, or that were not caused by any breach of these Terms or any duty on our part.

- 11.2 The provision of our Site is dependent upon third parties, such as users of our Site, hosting service providers, payment service providers and such like. Where any loss or damage, or any deficiency in the provision of our services, arises directly or indirectly as a result of the act or omission of any third party we shall not be liable for that loss, damage or deficiency.
- 11.3 Other than as expressly set out in these Terms or any documents incorporated into the contract between you and us by reference in these Terms, we make no guarantees, and give no warranties, regarding our Site. We exclude to the fullest extent permitted by law, any and all implied warranties and guarantees.
- 11.4 What we say we will do, and what say we won't do, or what we will guarantee and what we don't guarantee, and what we recommend or require you to do, in these Terms and the other documents they reference, is therefore very important. Please read these documents carefully and let us know if you don't understand any point.
- 11.5 We shall have no liability to you for any breach of our contract with you caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes, breakdown of systems or network access, adherence to governmental requirements or guidance, outbreak or spread of disease or such like, or flood, fire, explosion or accident.
- 11.6 Further, no one other than you and us has any right to enforce any part of the contract between you and us.

12 **Variation**

These Terms are dated 31/03/2020. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time.

13 **Disputes**

- 13.1 We will try to resolve any disputes with you quickly and efficiently.
- 13.2 If you are unhappy with us please contact us as soon as possible.
- 13.3 If you and us cannot resolve a dispute using our complaint handling procedure, we will:
- 13.3.1 let you know that we cannot settle the dispute with you; and
 - 13.3.2 if you are accessing our Site on a personal basis rather than in relation to your business, you may also use the online dispute resolution (ODR) platform at <https://ec.europa.eu/consumers/odr> to resolve the dispute with us.
- 13.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have non-exclusive jurisdiction in relation to these Registration Terms, and relevant United Kingdom law will apply to these Registration Terms.