

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 **[INSERT]**.

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.

2.2.3 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 Registration Terms

3.1 These terms (our "**Registration Terms**") set out how you may as an Employer advertise opportunities for employment ("**Job Opportunities**") upon our Site, how you may access and respond to these as a Candidate, what we will do, what we won't do, and what you are obliged to do in relation to the use of our Site and other users of our Site. They also set out certain rights you have under law, if you are using our Site on a personal basis (as a Candidate) rather than as part of your business.

3.2 For the purposes of our Registration Terms, our Site include the websites linked to the following domain names and all associated webpages:

<http://www.refermyjobs.com>

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

3.3 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.

3.4 These Registration Terms are available only in English. No other languages will apply to these Registration Terms.

3.5 You should read these Registration 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. If you do not agree with or accept any of these Registration Terms, you should not seek to use the services our Site provides. Please note that we may update our Registration Terms from time to time, so if you revisit our Site at a later date you should check the Registration Terms again at that time to make sure you have seen the current version.

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

3.6.1 by e-mail at info@refermyjobs.com;

3.6.2 via the form on our site, located at [\[INSERT\]](#).

3.7 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).

3.8 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 **Personal Data**

4.1 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 [\[INSERT\]](#) (our "**Privacy Policy**") for further information on how we use your personal data.

4.2 As regards our use of cookies, please see our cookie policy located at [\[INSERT\]](#) (our "**Cookie Policy**").

4.3 You also agree to be legally bound by our general website terms and conditions located at [\[INSERT\]](#) (our "**Terms**").

4.4 All of the above documents form part of this contract as though set out in full here.

5 **Contracts with Us**

5.1 When you register to use our Site, whether as a Candidate or Employer, a legally binding contract upon the terms of these Registration Terms is made between you and us.

5.2 The processes set out in the following clauses shall apply, as appropriate, whether you are a Candidate or an Employer.

6 **If you are a Candidate**

6.1 Where you are a Candidate, once registered you may use our Site and view and respond to Job Opportunities through our Site.

6.2 Our general website terms and conditions located at [\[INSERT\]](#) (our "**Terms**") contain important information about how you can and cannot use our Site and also form part of the contract between you and us. Please also read the Terms carefully, as they create binding obligations upon you.

6.3 As a Candidate, you may indicate in relation to a Job Advertisement that you respond to, that another person has referred you to that Job Advertisement (a "**Referrer**"). When you engage in the process of responding to that Job Advertisement, we may ask you if you have been referred to the Job Advertisement by a Referrer, and if so, to provide contact details for that Referrer. You must only provide details for that Referrer where they have agreed in writing with you that you may do that, for example in an email. Where there is a Referrer, we may share the Listing Fee that we receive with that Referrer, in the proportions set out upon our Site from time to time. Therefore, we need to know if there is a Referrer and if so who they are. We may require proof to be provided of the referral before sharing any monies with a Referrer.

6.4 As a Candidate, you must use the processes set out on our Site for engaging with Employers. We may ask you from time to time as regards the process of engagement with an Employer.

You must respond to us as soon as you reasonably can, and your response must be truthful and not omit any material or important information.

7 If you are an Employer

7.1 Where you are an Employer, once registered you may use our Site to submit listings for Job Opportunities ("**Job Advertisements**") for listing upon our Site, and correspond with Candidates.

7.2 Please note that our general website terms and conditions located at **[INSERT]** (our "**Terms**") contain important information about how you can and cannot use our Site and also form part of the contract between you and us. Please also read the Terms carefully, as they create binding obligations upon you.

7.3 When you press the button "Post Job" you make an offer to us to purchase our Job Advertisement listing services (our "**Listing Services**"). We may accept or decline your order for these Listing Services. Once your order has been placed, you will receive a message which says "**We have received your listing**". This does not mean that we have agreed to list your Job Advertisement. It only means we have received your order for these Listing Services.

7.4 Please read and check what you intend to submit (including the content of the Job Advertisement) carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us. Please use the "**[INSERT]**" option upon our Site, rather than the back button on your browser, to move back in your order process and correct errors.

7.5 Following our receipt of your order, we may contact you to say that we do not accept your order. This is generally for the following reasons:

7.5.1 we cannot authorise your payment;

7.5.2 you are not allowed to list Job Advertisements with us; or

7.5.3 we have concerns in relation to or regarding the content of your Job Advertisement.

7.6 We only accept your order when we send you our confirmation, which may be by email or by a notice made available on our Site. At this point a legally binding contract will be in place between you and us for the supply of the Listing Services set out in that confirmation. The basis for that contract shall be these Registration Terms and the documents which are incorporated into our relationship, as referred to in these Registration Terms. Following provision of our confirmation we will list the Job Advertisement upon our Site within a reasonable period.

8 Payment

8.1 The price for listing a Job Advertisement upon our Site (the "**Listing Fee**") shall be no less than five hundred pounds sterling (£500.00) **[EXCLUSIVE OF VAT]**. Employers may specify a higher Listing Fee at the time of submitting a Job Advertisement to our Site.

8.2 The date upon which the Listing Fee shall be paid (the "**Payment Date**") shall be the date three (3) months following the start date of a Candidate's employment with an Employer, where the Job Opportunity was a permanent position, and one (1) month following the start date of a Candidate's employment with an Employer where the Job Opportunity was a fixed term or temporary. On or following the Payment Date the Listing Fee shall be automatically deducted from your chosen payment method.

8.3 You may remove Job Advertisements prior to being provided with Candidates at any time, by using the facilities upon our Site. The amount of the Listing Fee is not linked to the length of time a Job Advertisement remains upon our Site. In this event you will be charged a basic fee of one hundred and fifty pounds sterling (£150.00) (the "**Basic Fee**"), which shall be deducted on or following the date that you remove the Job Advertisement.

- 8.4 If you are provided with Candidates in relation to a Job Advertisement, none of whom you employ, and you remove the Job Advertisement from our Site, then the Listing Fee shall not be payable. Instead you will be charged the Basic Fee, which shall be deducted on or following the date that you remove the Job Advertisement.
- 8.5 If you are provided with a Candidate in relation to a Job Advertisement whom you employ, then the whole of the Listing Fee shall be payable.
- 8.6 Employers are required to provide their payment information at the time of submitting the Job Advertisement, and ensure that that payment information remains current and useable for deduction of the Listing Fee (or the Basic Fee) until the Listing Fee (or the Basic Fee) is deducted from your chosen payment method.
- 1.1 We accept the following credit cards and debit cards: [\[Visa, Mastercard and American Express\]](#). We do not accept cash.
- 8.7 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.
- 8.8 Please note that we use third party payment service providers [\[https://stripe.com/gb\]](https://stripe.com/gb) to allow the purchase of Listing Services from us. These services are PCI DSS compliant (see <http://www.pcisecuritystandards.org>), and we do not have access to your payment information. In the absence of negligence on our part, any failure by us to comply with these Registration Terms or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you submit to us or our payment service provider.
- 8.9 Your credit card or debit card may be charged at any time after you submit your order. Please ensure you have sufficient funds to meet any payment due to us.
- 8.10 All payments by credit card or debit card need to be authorised by the relevant card issuer. Extra steps such as the following may also apply.

Verified by Visa (see <https://www.visaeurope.com/making-payments/verified-by-visa/>)

Mastercard@SecureCode™ (see <https://www.mastercard.co.uk/en-gb/consumers/features-benefits/securecode.html>)

American Express SafeKey (see <https://www.americanexpress.com/uk/benefits/service-security/safety-fraud/how-amex-protects-you/safekey/>)

- 8.11 If a payment due to us is subsequently reversed or charged back you shall still be liable to pay us the payment. In such circumstances you shall also be liable to us for any costs, expenses or charges we incur in relation to the reversal or charge back or the recovery of sums from you.
- 8.12 As an Employer, you must use the processes set out on our Site for engaging with Candidates. We may ask you from time to time as regards the process of engagement with a Candidate. You must respond to us as soon as you reasonably can, and your response must be truthful and not omit any material or important information. If you fail to use the processes set out on our Site, or fail to provide us with information requested (or that information is inaccurate, untruthful or incomplete), and as a consequence we are unable to ascertain whether you have employed a Candidate you were introduced to through our Site, you shall be liable to pay us the full Listing Fee, and (without limitation to our other rights and remedies) we may deduct that from any payment method provided by you.

9 **Service standards**

- 9.1 We shall provide our services with reasonable skill and care.
- 9.2 For further terms relating to the standards to which our services shall be performed see our general website terms and conditions located at [INSERT] (our "Terms").

10 **The Limits of our Liability**

- 10.1 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 Registration Terms or any duty on our part.
- 10.2 The provision of our services is dependent upon the engagement of Employers and Candidates with our Site, and the provision of services by third parties, such as 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 (including any Employer or Candidate) we shall not be liable for that loss, damage or deficiency.
- 10.3 Our Site facilitates interaction directly between Employers and Candidates. We are not an employment agency. We do not make any guarantees about the suitability of Candidates or Job Opportunities accessed through our Site. Please check any Candidates or any Job Opportunities as you would do in circumstances where you had encountered them without the involvement of our Site.
- 10.4 Other than as expressly set out in these Registration Terms or any documents incorporated into the contract between you and us by reference in these Registration Terms, we make no guarantees, and give no warranties, regarding the provision of our services. We exclude to the fullest extent permitted by law, any and all implied warranties and guarantees.
- 10.5 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 Registration 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.
- 10.6 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.
- 10.7 Further, no one other than you and us has any right to enforce any part of the contract between you and us.

11 **End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract. It will also not affect any provision of the contract which should continue beyond cancellation, or the continuance of any right to address breach of the contract if the event giving rise to the breach occurred prior to cancellation.

12 **Variation**

These Registration Terms are dated [23/03/2020]. No changes to these Registration Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Registration 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 as a Candidate 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.

14 **Consumer Terms**

14.1 Where you are accessing our Site as a Candidate, rather than in relation to your business:

14.1.1 we must give you certain key information before a legally binding contract between you and us is made - if you want to see this key information, please visit our key information page, located at **INSERT** or contact us using the contact details at the top of this page. The key information we give you by law forms part of this contract (as though it is set out in full here). If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it;

14.1.2 you may cancel this contract at any time by cancelling your registration to use our Site by the facility provided upon our Site, or by emailing or writing to us at the addresses set out above.