

Jobseekers Terms & Conditions

ActiveJobSearch.co.uk Terms of Conditions

ActiveJobSearch.co.uk may make changes and update the following terms and conditions at any time. Please check the terms and conditions posted at www.ActiveJobSearch.co.uk periodically, because your continued use of the website will mean you accept the changes and updates.

Use of content and copyright

ActiveJobSearch.co.uk has the copyright of all material on this website, including (but not limited to) design, text, graphics, and all software compilations. You may download, print out or store some portions of this website for your own personal use or information of your firm or company. Please note that any other use of material from this website, including reproduction for purposes of publication, modification, sale, distribution in any way without the express prior written consent of ActiveJobSearch.co.uk is strictly prohibited.

Advertising Material

Advertisers are responsible for ensuring that material submitted for inclusion on the ActiveJobSearch.co.uk complies with all relevant laws and regulations of England and Wales and ActiveJobSearch.co.uk site will not take responsibility for any error, omission or inaccuracy in advertising material.

Our liability, and the liability of our third party suppliers, for any loss or damage suffered by you as the result of your use of this site is limited to your actual direct damages and, except in the case of fraud, excludes any loss of future earnings, profit or prospects or any consequential or speculative loss. As required by law, this exclusion does not extend to death or personal injury caused by our negligence.

Availability of website

ActiveJobSearch.co.uk will not be responsible for any delay or failure in the performance or of any interruption of the delivery of the contents of this website resulting directly or indirectly from any cause or circumstance beyond its reasonable control. ActiveJobSearch.co.uk does not give any warranty or other guarantees as to the operation, quality or functionality of the site. Please note that access to this site may be interrupted, restricted or delayed for any reason or suspended without notice at any time.

ActiveJobSearch.co.uk does not give any warranty or guarantee as to the jobs and content of the material appearing on the site or to the accuracy of the jobs advertised on the website.

Viruses

While ActiveJobSearch.co.uk will make all reasonable attempts to exclude viruses from its website, it cannot guarantee such exclusion and no liability will be accepted for viruses. You are recommended to take all appropriate safeguards before downloading information from the ActiveJobSearch.co.uk website.

Access to the ActiveJobSearch.co.uk outside England

ActiveJobSearch.co.uk is based in England. If you access the ActiveJobSearch.co.uk website from outside England, you do so at your own risk and are responsible for compliance with the laws of country where you access the website. Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content if you access the ActiveJobSearch.co.uk website outside England. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

Terms of use

This web site is owned and operated by Active Job Search Limited and is made available to you on the following terms and conditions. If you use the site and the services available on it you are deemed to accept these terms and conditions. These terms and conditions shall apply to any Candidate who uses the ActiveJobSearch.co.uk website and they are deemed to be fully read, understood and accepted by the Candidate during Registration, or in the case of a Candidate who has not completed Registration, when an Application is made.

There will be no variations or alterations to these terms & conditions unless expressly agreed and confirmed in writing by ActiveJobSearch.co.uk.

Data protection and Information on Site

The use of CVs and other personal information supplied by the users of this site is governed by our privacy policy. Please read this for your information. The information and services, which are made available on this site, are provided for the sole purpose of individuals looking for employment opportunities and career information and for employers seeking to recruit staff for employment.

General Services

ActiveJobSearch.co.uk does not act as an Employment Agent on behalf of the Client or other users of the Site. We do not make any representation whatsoever about any Advertisement accessed either on, by virtue of or by way of any links from the Site nor about any of the Clients who use Services on the Site. ActiveJobSearch.co.uk relies solely on the information provided to it by its Clients and via third parties and accordingly it is a matter for the Candidate to satisfy themselves as to the suitability of any Services on the Site or of any Advertisement found directly or indirectly through the ActiveJobSearch.co.uk Site.

ActiveJobSearch.co.uk shall be entitled at anytime without notifying the Candidate to make changes to the Services, which are necessary to comply with any applicable security or other statutory requirements or Code of Practice and shall determine the manner in which the Services are provided at its absolute discretion. ActiveJobSearch.co.uk will own any intellectual property, ideas, concepts, know-how or techniques developed by ActiveJobSearch.co.uk or obtained during the execution of the Services.

All Candidates who use the ActiveJobSearch.co.uk site accept that ActiveJobSearch.co.uk shall not be liable for any failure to provide the Services (or any part thereof) as a result of the Candidate's failure to comply with these Conditions. The Candidate accepts that ActiveJobSearch.co.uk cannot provide any Services to the Candidate unless the Candidate provides the information necessary, in the format required by ActiveJobSearch.co.uk. Any details, which the Candidate provides to ActiveJobSearch.co.uk from which we can identify the Candidate, are held and processed in accordance with data protection legislation.

Liability of ActiveJobSearch.co.uk

ActiveJobSearch.co.uk will not be liable (whether in contract or tort) for the following:

1. Any loss of copy, artwork, photographs, data, CVs or other materials that the Candidate supplies to ActiveJobSearch.co.uk and the Candidate shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes the Candidate may require;
2. Any mistakes or errors whatsoever that arise during the course of use of the Services or any loss of information or data or any damage to data in each case as a result of circumstances beyond the control of ActiveJobSearch.co.uk or which arise as a result of the acts or omissions of the Candidate;
3. For any failure to secure employment or consequential loss (whether caused by the negligence of ActiveJobSearch.co.uk, its employees or agents);
4. Any delay, costs, expense, loss, damage or liability (including without limitation as a result of any hardware failure, provision or use of software, virus, deletion, corruption, loss or removal of data) howsoever caused arising from any matter beyond the reasonable control of ActiveJobSearch.co.uk or as a result of the acts or omissions of the Candidate;
5. Any loss or damage whatsoever howsoever caused arising out of the negligence, dishonesty, misconduct, and breach of faith, incompetence, or the wrongful disclosure of confidential information by, any Client. It is for the Candidate to satisfy themselves as to the integrity and reliability of all vacancy Advertisements placed on the Site;
6. Any breach of agreement or infringement or violation of any right of any person or be rendered liable to any proceedings whatsoever, as a result of any information or CV or Application submitted to it by the Candidate and the Candidate indemnifies ActiveJobSearch.co.uk against all costs, claims, damages, loss, expenses and liabilities suffered or incurred by ActiveJobSearch.co.uk as a result of this undertaking and warranty being incorrect.

The Candidate agrees and acknowledges that no condition, warranty or representation of any kind is, has been, or will be, given by or on behalf of ActiveJobSearch.co.uk in respect of or in connection with the Services and accordingly the Candidate confirms that it has not, in accepting these Conditions, relied on any condition, warranty or representation by ActiveJobSearch.co.uk or any person on its behalf, express or implied, whether arising by law or otherwise in relation to or in connection with the Services.

CVs and job advertisements

All information produced in CVs and job advertisements on the site are provided by candidates and by prospective employers and their agents and ActiveJobSearch.co.uk does not review these. We accept no responsibility or liability for the contents of CVs or advertisements and expect candidates and prospective employers to carry out such certification procedures as are normally customary and prudent in the circumstances.

Candidate's CV's

If the Candidate has saved their details and stored a CV on this Site, the following shall apply:

Where a Candidate has instructed that their details should or should not be made available to the Client then ActiveJobSearch.co.uk will only make available or supply copies of the CVs which have been received by it for distribution to Clients solely for the purpose of securing suitable employment for the Candidate. ActiveJobSearch.co.uk cannot guarantee the minimum number of times a CV will be viewed by or distributed to Clients on any given day. Where ActiveJobSearch.co.uk becomes aware of improper or illegal use of CVs by Candidates it will, at its discretion and without notice, report this to its Clients. ActiveJobSearch.co.uk has the right at its sole discretion to decline to distribute or forward, or to suspend or remove any Candidate information or CV accepted by it.

ActiveJobSearch.co.uk may refuse, withdraw, or require to be amended, any Candidate information or CV which is illegal, immoral, obscene or offensive or so as to comply with the legal or moral obligations or to avoid infringing a third party's rights or any statutory or regulatory requirements or is designed to or is likely to cause disruption to any computer system or network. ActiveJobSearch.co.uk allows Candidates to hide their CVs both at the time that the CV is placed on the Site, and at any time afterwards.

The Candidate by accepting these Terms and Conditions hereby undertakes that:

1. The details and CV they store and save on ActiveJobSearch.co.uk are a true and accurate reflection of their education, employment, training history and that their personal details are correct;
2. That if any of the information stored and saved on this site for the purposes of securing employment is found to be false or inaccurate in any way, then ActiveJobSearch.co.uk reserves the right to remove those details and/or any CV and/or suspend or refuse to provide the use of the Services on the Site for the Candidate;
3. In respect of any information or CV submitted by the Candidate which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Candidate confirms that they have obtained the authority of such living person to make use of such name, representation and/or copy;
4. They have read, understood and agree to the Privacy Statement on this Site;
5. They will keep confidential and not disclose to any person the password used by them in relation to the Services on this Site;

6. They will be responsible for any misuse of all such passwords.

Jobs sent by email

If the Candidate has signed up to receive Jobs sent by email, the following shall apply.

1. Jobs sent by email are sent once a day on any day of the week and each one will contain a limited listing of live vacancy Advertisements posted or renewed since the last job sent to the Candidate and matching the Candidate's search criteria.
2. The Candidate accepts that ActiveJobSearch.co.uk cannot guarantee the number of vacancy Advertisements distributed in the email and that no obligations are imposed on ActiveJobSearch.co.uk in this regard.
3. ActiveJobSearch.co.uk permits Candidates to opt-out of having jobs sent to them by email at any time and this can be done by following

Notices & Termination and Cancellation

All and any notices required to be given under these Terms and Conditions shall be in writing addressed the registered office or principal place of business or such other relevant address as may at the relevant time have been notified of the other party. It should be in the form of an email addressed to ActiveJobSearch.co.uk (or such other address as supplied by ActiveJobSearch.co.uk) or if to the Candidate, to the address provided in the Candidate's details submitted during Registration or as subsequently amended and the Candidate will be deemed to have received such notification within one hour of transmission.

The Candidate is responsible for notifying ActiveJobSearch.co.uk of any changes to their email address. If the Candidate does not notify ActiveJobSearch.co.uk of change of their details notices sent to Candidates, which are not received due to the incorrect details, held on the Candidate shall not be responsibility of ActiveJobSearch.co.uk.

Either party may terminate the provision of the Services at any time by notice in writing to the other party (the "Defaulting Party") if the Defaulting Party is in breach of these Conditions and fails to remedy such breach within 14 days of notice from the other party requiring it to be remedied. The Candidate shall be responsible for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by ActiveJobSearch.co.uk arising out of the Candidate's breach of its obligations under these Terms and Conditions (including, without limitation, on a solicitor and own client basis, any legal fees and disbursements reasonably incurred by ActiveJobSearch.co.uk).

General Information about Terms and Conditions

If any condition or term of these Terms and Conditions shall be invalid or unenforceable, it shall not affect any other provision, which shall remain in full force and effect. Any waiver by ActiveJobSearch.co.uk of any breach of, or any default under, any provision of these Terms and Conditions by the Candidate will not be deemed to be a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions. Failure or delay by ActiveJobSearch.co.uk in enforcing or partially enforcing any provision of these Terms and Conditions will not be construed as a waiver of any of its rights under these Conditions.

The parties to these Terms and Conditions do not intend that any clause of these Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

Jurisdiction

These terms and conditions are governed by English law and are covered by the exclusive jurisdiction of the courts of England and Wales.

Please note that by using this website, you have agreed to the terms and conditions stated here.

Client's Terms & Conditions

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Use of content and copyright

ActiveJobSearch.co.uk has the copyright of all material on this website, including (but not limited to) design, text, graphics, and all software compilations. You may download, print out or store some portions of this website for your own personal use or information of your firm or company. Please note that any other use of material from this website, including reproduction for purposes of publication, modification, sale, distribution in any way without the express prior written consent of ActiveJobSearch.co.uk is strictly prohibited.

Advertising Material

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Our liability, and the liability of our third party suppliers, for any loss or damage suffered by you as the result of your use of this site is limited to your actual direct damages and, except in the case of fraud, excludes any loss of future earnings, profit or prospects or any consequential or speculative loss. As required by law, this exclusion does not extend to death or personal injury caused by our negligence.

Advertisement Logos for Employers

Advertisers using the "Featured Company Package" can advertise their logos on the Welcome Page with links to their individual pages for recruitment information. All other advertisers can only place a logo on their individual advertisement. Hypertext links are restricted from individual advertisements ie. Basic plan, Express plan and freeplan or any advertisements appearing from the job search criteria.

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ActiveJobSearch.co.uk is based in England. If you access the ActiveJobSearch.co.uk website from outside England, you do so at your own risk and are responsible for compliance with the laws of country where you access the website. Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content if you access the ActiveJobSearch.co.uk website outside England. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

General

In these Terms and Conditions the following have the meanings set out below:

- 1 References to 'we', 'us' or 'our' are references to ActiveJobSearch.co.uk;
- 2 'Client means any person, company, organisation or firm which purchases Services from us;
- 3 'Services' means all recruitment products and services made available by us from time to time;

The Information we hold for our Clients

At ActiveJobSearch.co.uk will respect your information and undertake to comply with all applicable UK data protection legislation currently in force. Other than as required by law or as permitted by these conditions, we will not disclose your registration as a user to any third party without your permission. In order to maintain the integrity of the Site, we reserve the right to forward contact details to any regulatory authorities when requested to do so including the police. We may also forward contact details where a complaint arises concerning your use of the Site and where that use is deemed to be inconsistent with these conditions.

Commencement of Services

ActiveJobSearch.co.uk will not commence the provision of any Services unless we are in receipt of an Order Form fully completed and in a form approved by us and signed by the Client. Our prices are guaranteed for the period stated on the Order Form. These prices are confidential and may not be disclosed by the Client. 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 the prior written consent of ActiveJobSearch.co.uk and the Client will be responsible for payment for any unused Services.

A job posted on ActiveJobSearch.co.uk will remain live for 30 days or such shorter time as we agree with the Client. Any extension of this time will be charged to the Client as a new posting. Any jobs posted in addition to the agreed number of jobs per month will be charged at a price per job agreed with the Client at the time of the contract negotiation. If no price has been negotiated, a flat fee of £75 per job will be charged for each job over the agreed number. A single job is identified by its unique ID number. Please beware that if a Client deletes a job and then either reposts it or posts another, this will be classed as two jobs.

Payments

All prices exclude VAT and payments are made immediately by credit card. All payments and those which are not honoured by the Client's banker will entitle ActiveJobSearch.co.uk to suspend provision of Services and interest will be payable on late payments at the rate of 4% above National Westminster Bank plc's base rate from time to time.

Termination

The Client may terminate the provision of Services under any Order Form by no less than 30 days notice to expire at the end of a Contract Month. Termination by the Client before the end of the Contract Term may, at our discretion, result in loss of discounts agreed for the entire Contract Term.

ActiveJobSearch.co.uk may terminate the provision of Services if the Client is in material breach of these Terms and Conditions and has not remedied such breach within ten days of notice being served to remedy the specify breach and/or the Client becomes insolvent, ceases to trade or goes into liquidation.

Limitation of liability

Our total liability to the Client in respect of any Services, except for death or personal injury caused by our negligence, is limited to the total amount paid to us during the Contract Term for such Services or £5,000, whichever is the lesser.

Employment agencies and employment businesses

If you are an employment agency or an employment business (as defined by legislation) it is your responsibility to ensure that advertisements you place on ActiveJobSearch.co.uk comply with your obligations under the relevant legislation and you agree to comply with the relevant legislation as they affect the conduct of your business and the advertisements you place on ActiveJobSearch.co.uk.

Rules to follow for use of ActiveJobSearch.co.uk Site

We have specific rules regarding the content and format of jobs posted on ActiveJobSearch.co.uk as their purpose is to ensure that users who search the site get results which are presented as clearly and informatively as possible. Clients agree that ActiveJobSearch.co.uk may, at our discretion and without liability to you, remove from our Site any advertisement, which is posted in breach of the following guidelines, set out below:

The Guidelines are:

1. No duplicating of jobs at the expense of other Clients' jobs.
2. No superfluous or unreasonable use of keywords in job descriptions or job titles such as inserting words, strings of words, or repeating job titles, with the intention of influencing position in the results listing, or increasing the number of page views.
3. Job advertisements placed on ActiveJobSearch.co.uk must be for genuine vacancies only, and not for other products or services, either relating to or unrelated to recruitment including, but not limited to, associate schemes or any other so called 'business opportunity'.
4. URLs or email links (live or text only) are not permitted in the body copy of the job description page. Email links are permitted from the 'send an email' link and url linking is permitted from the 'apply online' link.

The guidelines may change from time to time and all Clients are advised to refer to them regularly.

Illegal advertisements

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. If we believe or feel that an advertisement may be discriminatory we may at our discretion either amend the advertisement or remove it from ActiveJobSearch.co.uk without the liability of making any refund of amounts paid or due to be paid in respect of the posting or otherwise and will inform Clients accordingly.

Client's Responses to advertisements

As users of the ActiveJobSearch.co.uk Site, Clients agree to deal fairly and professionally with individuals who may respond to an advertisement you have posted and not do anything, which may bring disrepute on ActiveJobSearch.co.uk. Clients agree to indemnify us from and against any claim brought by an individual against ActiveJobSearch.co.uk arising from the breach of Clients for their obligations or any other of these Terms and Conditions.

ActiveJobSearch.co.uk does not guarantee the response to Client's advertisements or that responses will be from individuals suitable for the job advertised. It is the Client's 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 that you as employers require.

ActiveJobSearch.co.uk Site availability

At ActiveJobSearch.co.uk use our best efforts to ensure that the Site is available to users of the world wide web 24 hours a day, 7 days a week. However, at times the site may be partially or completely unavailable due to technical faults or reasons beyond our control such as failures by third party service providers or a risk of virus attack. We will deal with these situations as quickly as reasonably as possible, but by accepting these Terms and Conditions you agree that we shall have no financial liability to you in the event of such unavailability of the Site.

Content and links

Clients agree by accepting these Terms and Conditions that if their advertisement links to another site, they are responsible for maintaining the links and for the content of their advertisement and the linked site. ActiveJobSearch.co.uk may remove from their Site any advertisement, which contains content or links to a site, which, in our opinion, is defamatory, illegal or objectionable or will bring ActiveJobSearch.co.uk into disrepute. Clients agree to indemnify us from and against any claims or liability arising from the content or links contained in Client's advertisements.

Guidelines for the Use of Candidate Database

Employment agencies and employment businesses

If Clients are an employment agency or an employment business (as defined by the Employment Agencies Act 1973 ('the Act')) it is their responsibility to ensure that the use they make of information from our Candidate database complies with their obligations under the Act and the various regulations made under it, together with any applicable guidelines. These regulations are currently contained in the Conduct of Employment Agencies and Employment Businesses Regulations 1976 and 2001. Clients agree to comply with the Act and these regulations as they affect the conduct of their business and the use they make of information on our Candidate database.

Passwords

Passwords are for the sole use of the person to whom they are issued. ActiveJobSearch.co.uk may deny access to a password if we reasonably believe that an unauthorised person is using it or that the user is breaching these Terms and Conditions.

Rights in the database

Database rights (pursuant to the Copyright and Rights in Databases Regulations 1997) and all other applicable copyright and intellectual property rights in the Candidate database belong to Active Job Search Limited. Clients who accept these Terms and Conditions acknowledge that they do not acquire any rights in the database or its content and that their retention and use of the database and its content is governed by these Terms and Conditions.

Use of the database

The product Clients have purchased from ActiveJobSearch.co.uk determines the material and information Clients are entitled to receive from the Candidate database. On receipt of this material Clients may:

- a. Use, search or download it to their database for the purpose of finding suitable Candidates for specific job vacancies that Clients or (if you are an employment agency or employment business) your client wishes to fill.
- b. Use the information about the individuals contained in the database for the purpose of contacting them (either directly or through ActiveJobSearch.co.uk depending on the product Clients have purchased) in relation to a specific job vacancy.

- c. Use the information only in connection with Client's own recruitment-related activities.

Clients may NOT:

- a. Supply, sell or license material from the Candidate database, or a copy of it, to any other person, including another member of your group of companies.
- b. Contact the individuals on the database or make or allow any use of the information about those individuals, other than for the purpose of finding suitable Candidates for specific job vacancies. Clients must, at all times, comply with the Data Protection Act 1998 and all subsequent legislation and regulations.

Deletion of database material

Clients agree to delete all material from the candidate database once it has been replaced with up-to-date material or the satisfactory conclusion of your search for a suitable candidate, whichever occurs first.

Dealings with candidates

Clients agree to deal fairly and professionally with individuals they contact using information from the candidate database and not do anything, which may bring ActiveJobSearch.co.uk into disrepute. Clients will indemnify ActiveJobSearch.co.uk from and against any claim brought by an individual against ActiveJobSearch.co.uk arising from Client's breach of this obligation or any other of these Terms and Conditions.

Online Advertising

1. These terms and conditions apply to all advertising material accepted by Active Job Search Limited ('we' or 'us') for display on any of our web sites. By placing advertising material Clients ('you' or 'your') accept these terms and conditions as principal, even if you are acting as an agent or buyer for the actual advertiser.
2. We must receive the complete creative content for all advertising material in acceptable format at least two working days before 9 am on the go-live date specified in your order form. Otherwise, we may not be able to achieve the specified go-live date but you must pay the full amount set out in the order form irrespective of whether any delivery target for impressions have been met.
3. To cancel or alter your order you must inform us, by fax or email at the number or address on the order form, at least two working days before 9 am on the go - live date specified in your order form. Otherwise you must pay the full amount set out in the order form, irrespective of whether any delivery targets for impressions have been met.
4. You are responsible for the content of the advertising material and for ensuring that it complies with all relevant legislation and codes of practice. If we receive complaints about the content or the advertising material we may, at our discretion, remove the advertising material from display without reference or liability to you. You will indemnify us against any claim that the advertising material or its content infringes the intellectual property rights or other rights of others or is defamatory or otherwise offensive. If you are an employment agency or an employment business (as defined by the Employment Agencies Act 1973) it is your responsibility to ensure the

advertisements you place on ActiveJobSearch.co.uk comply with the various regulations made under the Act. These regulations are contained in the Conduct of Employment Agencies and Employment Businesses Regulations as they affect the conduct of your business and the advertisements you place on ActiveJobSearch.co.uk.

5. You are also responsible for fulfilling and dealing with any orders or enquiries relating to the goods or services to which the advertising material relates and you will indemnify and hold us harmless accordingly.
6. Where advertising material is sold on a cpm basis, we will provide you with a password to enable you to monitor the number of impressions served in lieu of any other right of audit. You will not use the password, or the system to which it gives you access, for any other purpose.
7. Your sole remedy if we, or our third party subcontractors who may host and serve advertising material from time to time, make an error in displaying any advertising material is the cost of re-running the relevant advertising material. Neither our subcontractors nor we shall be liable in any circumstances for any loss of profit or business. We shall, additionally, have no liability for failure to display the advertising material caused by circumstances outside our control.

Jurisdiction

These terms and conditions are governed by English law and are covered by the exclusive jurisdiction of the courts of England and Wales.

Please note that by using this website, you have agreed to the terms and conditions stated here.

Clients confirm their acceptance of these Terms and Conditions when accessing the Services of ActiveJobSearch.co.uk or ordering and upon signature of the Service Agreement by the Client.