



Terms and Conditions of Use

All Terms of Business are with Job Sentral Ltd ("Senploy") a limited company registered in England and Wales with Company Number: 11225771 whose registered office address is at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

Website Terms of Use

This page states the terms of use ("Terms") under which you ("You") may use the Website (www.senploy.com) and Senploy Jobs Services (each as defined below).

This Website is owned and operated by Job Sentral Ltd and is made available to You on these Terms.

Senploy may revise these Terms at any time by posting an updated version to the Website. You should visit this page periodically to review the most current Terms because they are binding on You.

You must be at least 16 years old to visit or use the Website in any manner, and, if under the age of 18 You may only use the Website under the supervision of a parent, legal guardian, or other responsible adult.

If You choose, or You are provided with a user identification code, password or any other piece of information as part of our security procedures You must treat such information as confidential, and You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our opinion You have failed to comply with any of the provisions of these Terms of Use.

You are responsible for making all arrangements necessary for You to have access to our site. You are also responsible for ensuring that all persons who access our site through Your internet connection are aware of the Terms and that they comply with them.

By using the Website and the/or Services You indicate that You accept the Terms and Conditions and You agree to abide by them.

For any queries concerning job posting, job searching or the functionality of the Website please contact us via email at info@senploy.com

Any User who violates these Terms may have their access and use of the Website suspended or terminated, at Senploy's discretion.

Definitions

In these terms:

"Advertisement" means any content or material advertising a product or service;

"Agreement" means the Agreement for the provision of Services by Senploy to the Recruiter;

"Recruiter Order" means an order for Services in a form provided by Senploy (in any format) and signed by a Recruiter;

"Content" means any material or content which is displayed on the Website;

"Contract Term" means the full term specified in any Recruiter Order;

“Job Posting” refers to a vacancy advertised by a Recruiter on the Website;

“Job Seeker” means any User who registers their details on the Website for the purpose of finding employment;

“Job Seeker Database” means Senploy’s database of Job Seeker details;

“Profile” means account information and any details provide by a Job Seeker or Recruiter who registers their details on the Website;

“Recruiter” means any person, company, organisation or firm including recruitment & corporate organisations who are actively seeking a person or persons for employment or who purchases any Services from Senploy;

“Recruitment Advertising” means a term used to describe the advertising of a specific job vacancy pertinent to the Recruiter, via the Website;

“Services” means all recruitment advertising services made available by Senploy via the Website;

“User” means any individual, company or organisation using Website;

“Website” means <http://www.senploy.co.uk> and any associated Senploy website including <http://www.senploy.co.uk/blog>.

Use of the Site

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice. We will not be liable if, for any reason, the Website is unavailable at any time or for any period.

We aim to update the Website regularly and may change the Content at any time. If the need arises, we may suspend access to our site or close it indefinitely. Any of the Content may be out of date at any given time and we are under no obligation to update such material.

The information and services available on the Website are provided for the sole purpose of Job Seekers looking for employment opportunities and career information and for Recruiters seeking to recruit staff. You may use, print and download Content from the Website for these purposes only and for no other personal or commercial purpose. You may not otherwise copy, display, transmit or distribute any material from the Website.

Senploy is the owner or licensee of all intellectual property rights in the Website (except User Content, see Terms for Other Advertising below) and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and You may download extracts, of any page(s) from the Website for Your personal reference and You may draw the attention of others within Your organisation to material posted on the Website.

You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of Content must always be acknowledged.

You must not use any part of the materials on the Website for commercial purposes.

Our Liability

The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, Senploy, other members of its group of companies and third parties connected to it hereby expressly exclude:

1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or equity; and
2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, ability to use or the results of the use of the Website, any websites linked to it and any materials posted on it including, without limitation, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any

other loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable

but nothing in these terms of use affects our liability for death or personal injury arising from our negligence nor our liability for fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

Information about You and Your visits to the Website

Senploy will process information about Users in accordance with its [Privacy Policy](#). By using the Website a User consents to such processing and warrants that all data provided by the User is accurate.

Viruses, Hacking And Other Offences

You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, You may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of our site or to Your downloading of any material posted on it, or on any website linked to it.

Linking To The Website

You may link to the home page of the Website provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by You.

Links From The Website

Where the Website contains links to other sites and resources provided by third parties these links are provided for Your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from Your use of them.

Jurisdiction and Applicable Law

The English courts will have exclusive jurisdiction over any claim arising from or related to a visit to our site although we retain the right to bring proceedings against You for breach of these conditions in Your country of residence or other relevant country. These terms of use are governed by English law.

Employment Agencies and Employment Business Regulations 2003

Job Seekers and Recruiters need to be aware that the Website operates as a **venue only** and does not introduce or supply Job Seekers to Recruiters (or vice versa). This means that we do not:

- obtain sufficient information for potential Recruiters to select a suitable Job Seeker for the position which the Recruiter seeks to fill;
- obtain confirmation of the identity of a Job Seeker or that they have the experience, training, qualifications or authorisation to work in the position to be filled or that they wish to undertake the role to be filled;
- take any steps to ensure the Job Seeker and Recruiter are each aware of any requirement imposed by law or otherwise which must be satisfied by either of them to permit the Job Seeker to fulfil the position to be filled;

- take any steps to ensure that it would not be detrimental to the interests of the Job Seeker or the Recruiter for the Job Seeker to fulfil the position to be fulfilled;
- give any indication to Recruiters whether Job Seekers are unsuitable (or suitable) for any position to be filled in any circumstances;
- propose Job Seekers to Recruiters or provide any information about them;
- take up any references in relation to a Job Seeker; or
- make any arrangements for accommodation of Job Seekers.

Terms for Employers and Recruiters

Company Outline

Senploy is an online job site specific to the Special Educational Needs and Disabilities sector, where Job Seekers respond to jobs advertised by Recruiters.

Registration and Account

You are responsible for maintaining the confidentiality of Your Recruiter Profile and passwords, as applicable. You may not share Your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of Your Profile and passwords, whether or not authorised by You. You agree to immediately notify Senploy of any unauthorised use of Your Profile, or passwords.

You understand and acknowledge that if You cancel Your Profile or Your Recruiter Profile is terminated, all Your account information, including saved CVs, network contacts, and email mailing lists, will be deleted. Information may continue to be available for some period of time because of delays in propagating such deletion through Senploy's web servers.

Content and Links

If a Recruiter's Job Posting or advertisement contains a link to another site via the "Apply Online Option", the Recruiter is responsible for maintaining the links and for the content of the Job Posting or advertisement and the linked site. Senploy may, at any time, remove from the Website any Job Posting or advertisement which contains content or links to a site which, in its opinion, is defamatory, illegal or objectionable or will bring the Website or Senploy into disrepute. The Recruiter shall indemnify Senploy from and against any claims or liability arising from content or links contained in its Job Postings or advertisements.

Third-Party Sites

Recruiters' advertisements will not knowingly be posted to third-party websites in order to retain the exclusivity of using Senploy. Therefore, recruiters will not be advised if any vacancies posted by the Recruiter to the Website appear on any third-party websites.

Job postings

Recruiters are solely responsible for their Job Postings on the Website.

There are rules regarding the content and format of Job Postings posted on the Website to ensure that Job Seekers who search the Website receive results which are presented as clearly and informatively as possible. Recruiters agree that Senploy may, at its discretion and without liability to the Recruiter, remove from the Website any advertisement which is posted in breach of these rules. The rules may change from time-to-time.

A Job Posting may not contain:

- any hyperlinks, other than those specifically authorised by Senploy;
- misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in Senploy's reasonable discretion;

- the names, logos or trademarks of unaffiliated companies other than those of Your organisation save where expressly agreed by Senploy;
- the names of, regions, cities, towns or countries that are unrelated to the posting;
- more than one job or job description, more than one location, or more than one job category;
- inaccurate, false, or misleading information;
- material or links to material that exploits people in a sexual, violent, illegal or other manner, or solicits personal information from anyone under 16.

You may not use Your Job Posting to:

- post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labour and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;
- post jobs that include any screening requirement or criterion in connection with a Job Posting where such requirement or criterion is not an actual and legal requirement of the posted job;
- post jobs or other advertisements for competitors of Senploy or post jobs or other content that contains links to any Website competitive with Senploy or which is in competition with Senploy;
- sell, promote or advertise products or services;
- post any franchise, pyramid scheme, "club membership", distributorship, multi-level marketing opportunity, or sales representative agency arrangement;
- post any business opportunity that requires an up-front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- post any business opportunity that pays commission only unless the Job Posting clearly states that the available job pays commission only and clearly describes the product or service that the Job Seeker would be selling;
- promote any opportunity that does not represent bona fide employment;
- advertise or post jobs for modelling, acting, talent or entertainment agencies or talent scouting positions;
- advertise sexual services or seek employees for jobs of a sexual nature;
- request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;
- endorse a particular political party, political agenda, political position or issue;
- promote a particular religion;
- post jobs which require the applicant to provide information relating to his/her (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual life (vii) the commission of criminal offences or proceedings or (viii) age.

Prices

Prices are as specified in the jobs.nodex.co.uk website. Any discounts or special agreements out with prices specified on the web site, will remain confidential, and may not be disclosed by the customer. Where a customer posts an advertisement on jobs.nodex.co.uk which includes any reference to a brand of a client or a subsidiary of the customer (which reference may include, without limitation, such client's or subsidiary's logo, http address, email address and telephone number) ("Client Branded Advertising"), and the posting of such client branded advertising has not been agreed by us or other contract agreed with such customer, charges for the advertisement will be as per the relevant pricing outline and charged to the customer for each job posted on jobs.nodex.co.uk which includes a non-agreed piece of client branded advertising.

A job posted on jobs.nodex.co.uk will remain live for 28 days or such shorter time as we agree with the customer. Any extension of this time will be charged to the customer as a new posting. Any jobs posted in addition to the agreed number of jobs per month will be charged at a price per job agreed with the customer at the time of the contract negotiation. If no price has been negotiated, a flat fee of £59.00 (incl. vat) per job will be charged for each job over the agreed number. A single job is identified by its unique ID number. If a customer deletes a job and then either reposts it or posts another, this will be classed as two jobs.

If any services to be used within any time period specified are not used within that period of time they may not be carried over into any subsequent period without our prior written consent.

Payments & Credit Terms

All prices include VAT. Credit may be granted subject to **jobs.nodex.co.uk** obtaining suitable credit checks. Other than for services purchased on line or prepaid, where payment has been confirmed and where credit is granted, an e-invoice will be issued. The invoice will be sent to the email address you provide as your accounts payable contact. The invoice will be due for payment, in full, prior to **jobs.nodex.co.uk** issuing credits for use on the web page.

If, speciality circumstances arise where credit terms are allowed, the invoice will be due for payment in full 28 days of the invoice date. In the event of a late payment, **jobs.nodex.co.uk** will terminate all services and all outstanding invoices will become payable immediately. In the case of contracts greater than one month duration, the fees in respect of the notice period shall also become payable immediately. You, the customer, will remain liable for the payment of services as agreed in the contract, notwithstanding such services of which have been suspended or terminated under this clause. Interest and fees will be payable on late payments in accordance with the Late Payment of Commercial debts (Interest) Act 1998. If credit is not permitted, all payments must be made upfront, online via the **jobs.nodex.co.uk** web page via Braintree payment facility. **jobs.nodex.co.uk** reserve the right to review all credit terms periodically.

Responses to Advertisements

Recruiters agree to deal fairly and professionally with Job Seekers who may respond to a Job Posting or Advertisement and not do anything which may bring Senploy and/or the Website into disrepute. You shall indemnify Senploy from and against any claim brought by an individual against Senploy arising from Your breach of this obligation or any other of these Terms.

Senploy does not guarantee any response to a Recruiter's Job Posting or that responses will be from individuals suitable for the job advertised. It is the responsibility of the Recruiter to carry out such checks and procedures as are necessary to ensure that Job Seekers are suitable for the job advertised and have the required qualifications and personal characteristics.

Senploy reserves the right to remove any Job Posting or content from the Website, without liability which in the reasonable exercise of Senploy's discretion, does not comply with the above Terms, or if any content is posted that Senploy believes is not in the best interest of Senploy.

If at any time during Your use of the Website or any associated services, You made a misrepresentation of fact to Senploy or otherwise misled Senploy in regards to the nature of Your business activities, Senploy will have grounds to terminate Your use of the Website and any associated Services, without liability to make any refund of amounts paid or due to be paid in respect of the Job Posting or otherwise.

Please note that Employers and Recruiters are required to read and accept our Terms and Conditions Supply prior to Senploy providing any products and services.

Terms for Job Seekers

Registration and Profile

When You register with the Website, You will be asked to create a Profile and provide us with certain information including a valid email address (Your "Information").

Any Profile including Your CV or details You submit must be accurate and describe You, an individual person.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any CV or material contained therein which is added to Your Profile.

Senploy reserves the right to offer third party services and products to You based on the preferences that You identify when You register and at any time thereafter or You have agreed to receive. Such offers may

be made to You by Senploy or by third parties. Please see Senploy's Privacy Policy, for further details regarding Your Information.

You understand and acknowledge that You have no ownership rights in Your Profile and that if You cancel Your Profile account or Your Profile is terminated, all Your Information, including CVs, cover letters, saved jobs, questionnaires will be removed from the Job Seeker Database and will be removed from any public area of the Website. Information may continue to be available for some period of time because of delays in propagating such deletion through Senploy's web servers. In addition, third parties who You have permitted to view Your Profile or aspects of it may retain saved copies of Your Information.

Senploy reserves the right to delete Your Profile and all of Your Information if You do not access Your Profile for 12 months.

Job Postings

Job Postings contained on the Website are provided by Recruiters and are not reviewed by us. We accept no responsibility or liability for the contents of Job Postings and expect Job Seekers to carry out such verification procedures as are customary and prudent in the circumstances.

Senploy.com services

Services and information provided on the Website by us and Senploy third party suppliers are intended to assist in the job seeking or recruitment process. Neither Senploy nor third party suppliers can guarantee their suitability or prospects of success in any particular case. A User should obtain independent verification before relying on information provided on the Website.

Data Protection

Senploy's privacy policy applies to all Users of the Website.

Senploy CV Database

Rights in the database

Database rights and all other applicable copyright and intellectual property rights in the Candidate Database belong to Senploy. The Recruiter acknowledges that it does not acquire any rights in the database or its content and that its use of the database and its content is governed by these Terms.

The use of the database

The material You are entitled to receive from the Senploy Candidate Database is determined by the product You have purchased from Senploy and will be set out on the Recruiter Order Form.

You may:

- use, search or download it for the purpose of finding suitable candidates for specific job vacancies that You may wish to fill;
- use the information about the Job Seekers contained in the database for the purpose of contacting them (either directly or through the Website depending on the product purchased) in relation to a specific job vacancy;
- use the information only in connection with Your own recruitment-related activities.

You may NOT:

- supply, sell, license or permit, use of material from the Candidate Database, or a part or copy of it, to any other person, including another member of Your group of companies;
- download the database through any automated (e.g. "scraping") process;
- contact the Job Seekers on the database or make or allow any use of the information about those Job Seekers, other than for the purpose of finding suitable candidates for specific job vacancies

Recruiters must, at all times, comply with the Data Protection Act 1998 and all subsequent legislation and regulations.

Terms for Other Advertising or User Supplied Content

General

You understand that all information, data, text or other materials submitted, posted or displayed by You on Your Profile ("User Content") is Your responsibility. Senploy claims no ownership or control over any User Content.

You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any User Content You submit, post or display on or through Your Profile and You are responsible for protecting those rights, as appropriate.

You must not post any materials belonging to a third party without appropriate consent.

By submitting, posting or displaying User Content on Your Profile, You grant Senploy a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content. In addition, by submitting, posting or displaying User Content which is intended to be available to the general public, You grant Senploy a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting Senploy and its Website and services. Senploy will discontinue this licensed use within a commercially reasonable period after such User Content is removed from the Website. Senploy reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion.

In order to protect Senploy's community of Users from commercial advertising or solicitation, Senploy reserves the right to restrict the number of e-mails which a Recruiter may send to Users to a number which Senploy deems appropriate in its sole discretion.

Job Seeker profiles derived from User Content may also be made available through the Website. Senploy does not make any representations regarding the accuracy or validity of such derived works or their appropriateness for evaluation by Recruiters. Derived profiles may vary significantly from User Content.

Senploy appreciates hearing from our Users and welcome Your comments regarding our services and the Website. Please be advised, however, that Senploy's policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which Senploy have specifically requested. While Senploy values Your feedback on our services, please be specific in Your comments regarding Senploy's services and do not submit creative ideas, inventions, suggestions, or materials. If, despite Senploy's request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), by sending the Submission to us. You hereby grant Senploy a royalty free irrevocable and perpetual license to use the Submission and Senploy shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person. None of the Submission shall be subject to any obligation of confidentiality on the part of Senploy.