

## Terms & Conditions

### General

This Website is owned and operated by AsbestosJobsOnline.co.uk. By using the Website and the services available on it you are deemed to accept its terms and conditions. If you do not accept these terms in full, you must leave this Website immediately.

AsbestosJobsOnline.co.uk may revise these terms and conditions from time to time. You should check this Website periodically to review the current terms and conditions. By continuing to use the service or accessing the Website following any revision of terms, you accept and agree to be bound by all changes. These terms and conditions supersede any prior terms or agreements.

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 employers seeking to recruit staff. You may use, print and download information 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.

AsbestosJobsOnline.co.uk does not make any representation whatsoever about any job vacancy advertised within the Website or which is accessed, by virtue of or by way of any links from this Website nor about any of the recruitment agencies or employers who appear on this Website.

AsbestosJobsOnline.co.uk relies on information provided to it by third parties. Accordingly it is a matter for you to satisfy yourself as to the suitability of any job advertised, recruitment agency or employer found directly or indirectly through this Website.

AsbestosJobsOnline.co.uk may make changes in or withdraw or suspend any of the services described in this Website and at any time without notice for any reason what so ever.

We will try to ensure continuous availability of the Website and all the services available on it but we cannot accept responsibility for the consequences of failure to provide an uninterrupted, error free service or availability, however caused, including hardware and software maintenance, mechanical breakdown or Internet communication problems. We may, additionally, alter the design and specification of the Website at any time.

### Membership and Registration

You will be able to access some areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

You will be allocated a user ID and must choose a password on completion of registration. You shall be responsible for all actions taken under that user ID and password and shall only access the Website by using your own user ID and password. You should not disclose your password to any other person.

The Website services are not available to, and may not be used by, persons under 16 years of age. If you are under 16 years old, you may use this service only in conjunction with the supervision of a parent or guardian.

### Payroll

AsbestosJobsOnline is authorised by HMRC to carry out payroll functions: Agent ID: HV8598. The written statement of employment is the contract of employment and satisfies both HMRC's Supervision, Direction OR Control (SDC) legislation as well as HSE's license conditions to directly employ removal operatives. When you use this system, you contract to use AsbestosJobsOnline to carry out the payroll function for the selected employees named on the written statement of employment.

### Use of the Website

Recruitment Agencies and employers who use this Website agree to ensure that information advertised is accurate. You are prohibited from posting or transmitting to or from this Website any material that is offensive, fraudulent, libellous, obscene, indecent, pornographic, menacing, threatening, offensive, abusive, liable to incite racial hatred, discriminatory, scandalous, inflammatory, blasphemous, in breach of confidence,

in breach of privacy, which may cause annoyance or inconvenience, which constitutes or encourages conduct that would be considered a criminal offence, gives rise to civil liability, or otherwise be contrary to the law or infringes the rights of any third party, in the UK or any other country in the world; which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or for which you have not obtained all necessary licences and/or approvals.

AsbestosJobsOnline.co.uk will fully co-operate with any law enforcement authorities or court order requesting or directing AsbestosJobsOnline.co.uk to disclose the identity of, or locate, anyone posting any material, misusing the Website or otherwise purporting to breach the law.

If you breach any of the terms contained herein, AsbestosJobsOnline.co.uk will immediately terminate the services provided by this Website.

If you apply for any job or jobs using the Website you consent to AsbestosJobsOnline.co.uk monitoring and storing the information provided, along with the contents of any email.

### Hyperlinks

The service may contain hyperlinks or references to third party Websites. AsbestosJobsOnline.co.uk does not make any representation as to the security, quality or propriety of any Website, which may be accessed through this Website. AsbestosJobsOnline.co.uk does not exercise any control over hyperlinked Websites accessed through this Website and accepts no responsibility in relation to any content, material or information contained therein. The display of a hyperlink does not constitute an endorsement by AsbestosJobsOnline.co.uk of any such third party, product or service.

Accordingly, AsbestosJobsOnline.co.uk has no responsibility or liability to you in respect of any services or products purchased or information transferred by you from any such linked Website. If you decide to access a third party Website linked to this Website, you do so entirely at your own risk.

You shall not link to this Website without the express written permission of AsbestosJobsOnline.co.uk.

### Copyright and Intellectual Property

All Intellectual Property including copyright material, is owned by AsbestosJobsOnline.co.uk. You are only allowed to use this Website and material contained within this Website as set out in these terms and conditions, for the sole purpose of job seekers looking for employment opportunities and for employers seeking to recruit staff.

You are not allowed to download or copy any information for any other reason without the express permission of AsbestosJobsOnline.co.uk.

AsbestosJobsOnline.co.uk and its logos on this Website are trade names of AsbestosJobsOnline.co.uk. You may not use these names or logos without consent.

### Access to your data

AsbestosJobsOnline.co.uk will take all reasonable measures to ensure that personal information is kept confidential and protected against unauthorised use. By using the services of this Website and uploading your CV information you agree that your personal details, including contact numbers, email, address, work history and qualifications will be accessible by employers and recruitment agencies seeking to recruit staff. In the event that AsbestosJobsOnline.co.uk is sold to a third party or re-organised, you agree that any personal information held may be transferred to the third party or re-organised entity.

You accept the risk that data transmitted electronically via the Internet to this Website may be intercepted before reaching its intended destination or accessed by unauthorised third parties and may be exploited unlawfully by such third parties. AsbestosJobsOnline.co.uk does not assume responsibility for guarding against the acts of such third parties and shall not be liable for any direct, indirect, consequential, special or other damage resulting from third parties' interception of or access to data of whatever nature.

### Job Posting by Recruitment Agencies/Businesses

If you are an Employment Agency or an Employment Business (as defined by the Employment Agencies Act

1973 ('the Act')) it is your responsibility to ensure that advertisements you place on this Website comply with your obligations under the Conduct of Employment Agencies and Employment Businesses Regulations 2004. You agree to comply with these regulations as they affect the conduct of your business and the advertisements you place on this Website.

AsbestosJobsOnline.co.uk monitors the content and format of jobs posted on this Website. Their purpose is to ensure that users who search the Website will receive accurate information and easily as possible. You agree that we may, at our discretion and without liability to you, amend or remove from the Website any advertisement, which is posted in breach of these terms.

Job advertisements placed on this Website must be for genuine vacancies only. You may not duplicate jobs at the expense of other jobs. You may not use keywords gratuitously, using strings of words or repeating terms or skills, with the intention of attempting to influence the position listing of the job advert or increasing the amount of page views.

You can remove a job advertisement before the expiry date for that posting. You will not be entitled to a refund on the price you have paid.

Advertisements which appear to discriminate against any individual or group of individuals may be illegal or in breach of The Conduct of Employment Agencies and Employment Businesses Regulations 2004. If we believe that an advertisement may be discriminatory we may at our discretion either amend the advertisement or remove it from this Website without liability to you to make any refund of amounts paid or due to be paid in respect of the posting or otherwise and will inform you accordingly.

You agree to deal fairly and professionally with individuals who may respond to an advertisement you have posted and not do anything, which may bring AsbestosJobsOnline.co.uk into disrepute. You agree to indemnify AsbestosJobsOnline.co.uk from and against any claims, actions, proceedings, loss, damages, liabilities, cost and expenses arising from your use of this Website and its services.

We do not guarantee any response to your advertisement or that responses will be from individuals suitable for the job advertised. It is your 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.

You may not offer other products or services, including but not limited to franchise or pyramid schemes or any other business opportunities.

#### Disclaimer and Limitation of Liability

Nothing in these terms and conditions shall exclude AsbestosJobsOnline.co.uk's liability for death or personal injury due to its negligence or for fraudulent misrepresentation.

AsbestosJobsOnline.co.uk excludes all liability it may have to you to the fullest extent permitted by law (and whether such liability arises in contract, tort or otherwise), as a result of your use of this Website service.

While AsbestosJobsOnline.co.uk endeavours to ensure that the information on this Website is correct, it does not warrant its accuracy and completeness.

AsbestosJobsOnline.co.uk may make changes to the format of this Website at any time without notice. The material on this Website may be out of date, and AsbestosJobsOnline.co.uk makes no commitment to update such material.

You agree that the service on this Website is provided as an "as is" and "as available" basis without any conditions, warranties or other terms of any kind and that your use of the services are at your sole risk and that AsbestosJobsOnline.co.uk is not responsible for the acts or omissions of others.

AsbestosJobsOnline.co.uk shall not be liable to you for any loss or damage suffered, of any nature whatsoever as a result of you using this Website or our services.

AsbestosJobsOnline.co.uk will not be liable to you for any direct, indirect, consequential, special or other damage resulting from the transmission from this Website to your computer systems of viruses, worms, Trojan horses or other destructive items, however caused, such damage to include, without limitation, loss of profits, interruption to business, loss of the whole or any part of a program or any data howsoever stored

whether saved on a computer system or otherwise.

AsbestosJobsOnline.co.uk accepts no responsibility or liability for the use by any recruitment agency, employer or other third party, of any CV about you forwarded to any recruitment agency, employer (whether by AsbestosJobsOnline.co.uk or you) or to any third party which comes to your attention directly or indirectly through your use of this Website.

#### Prices and Payment

Prices are guaranteed for the period stated at the time of posting the job on the Website. Job advertisements can be purchased on either a package or single basis.

All prices exclude VAT. All invoices are payable within 30 days. Late payment will entitle us to suspend provision of services. Interest will be payable on late payments at the rate of 3% above Barclays Bank PLC's base rate from time to time.

A job posted on the Website will remain live for a set period. The advertisement may be extended at the end of that period being charged as a new posting.

A job advertisement can be deleted from the Website at any time without refund.

A job advertisement can be amended within the first 24 hours without any extra charge.

Once a Contract is signed by the Client, the Contract remains in force for the full duration of the Term and may not be cancelled by the Client.

If any quota of Services in the Service Agreement are not used within the set period of time, then in each case the Client shall still be responsible for the full payment of the invoiced amount as if the Services had been properly and fully provided (and for the avoidance of doubt AsbestosJobsOnline.co.uk shall not be liable for providing any unused Services and such Services may not be carried over to any subsequent period.) The Client will not be entitled to a refund of any advanced payments made.

#### Termination

We may terminate the provision of services if:

Your organisation is in material breach of these terms and conditions and has not remedied such breach within ten days of notice specifying the breach and requiring that it be remedied, or:

Your organisation becomes insolvent, ceases to trade or goes into liquidation.

#### Governing Law

These terms and conditions shall be governed and interpreted in accordance with English Law, and shall be subject to the exclusive jurisdiction of the English Courts.