



## Job Seeker Terms and Conditions

Prior to using any service of Global Health Staff Limited ("Global"), including but not limited to any website owned or operated by Global, you agree to be bound by each and every one of the terms and conditions hereinafter appearing. These terms and conditions supersede any and all previous terms and conditions relating, concerning or applying to any services offered by Global.

### 1. Application

1.1. These Terms and Conditions are deemed read, understood and unconditionally accepted by the Applicant upon acceptance of these Terms and Conditions during the Registration process, or in the case of an Applicant who has not completed Registration, when the Applicant actively uses the Site for any reason.

1.2. Any breach of these Terms and Conditions may result in suspension of services provided by Global.

1.3. The Applicant hereby irrevocably and unconditionally indemnifies and shall keep indemnified Global from and against all losses, damages and expenses which Global is liable or may be liable for by reason of any breach of these terms and conditions by the Applicant.

### 2. Services in General

2.1. It is hereby agreed that Applicant agrees that the Applicant wishes to use Global and the Site to seek employment, and to further such aim the Applicant wishes to provide to Global the Applicant's CV for posting on the Site. Global makes no recommendation, warranty or representation whatsoever about any Clients who post Vacancy Advertisements on this site, or any position or job advertised on this Site, and further Global also makes no representation whatsoever about any aspect of any Vacancy Advertisement accessed either directly or by way of links from the Site.

2.2. Global posts information provided to it by its Clients, and at all times the Applicant must satisfy himself / herself as to the bona fides, veracity and details of any position advertised on the Site or any Vacancy Advertisement appearing on the Site or accessed via the Site or links from the Site or e-mailed by Global. Applicants must at all times make their own sufficient and independent enquiry to satisfy the Applicant as to the suitability and reliability of any Client using Services on the Site or of any Vacancy Advertisement found directly or indirectly through the Site.

2.3. Global will not be held responsible for any failure to provide the Services, or unavailability of the Site, as a result of circumstances beyond Global's direct and reasonable control.

2.4. If an Applicant fails to comply with these conditions, Global will not be liable for any incidents or events that occur directly or indirectly as a result of the Applicant's failure to comply with them.

### 3. Applicant's obligations

3.1. The Applicant irrevocably acknowledges and agrees that they have read, understood and agreed to the Privacy Statement contained on this Site.

3.2. All personal log-in details relating to an Applicant's user name and password are the property of Global and it is a fundamental condition that all Applicants do not disclose to any other person or entity their personal log-in details. Applicants are not permitted to enable any third party person, company or other entity to log into the Site on their behalf or otherwise.

3.3. Misuse and/or security of personal log-in details will remain the sole responsibility of the Applicant.

3.4 Global reserves the right to suspend any Applicant who breaches clause 4.2.

### 4. Email Job Alerts

4.1. Email Alerts are sent once a day, once a week or once a month dependent on the Applicant's preferences. Each

Email Alert will contain a listing of live vacancy Advertisements posted or renewed since the last Email Alerts sent to the job seeker and matching the job seekers' search criteria.

4.2. The Applicant accepts that Global cannot guarantee the accuracy or number of Vacancy Advertisements distributed in the Email Alerts and that no obligations are imposed on Global in this regard.

## 5. CV's and personal information.

5.1. All services are subject to any instructions from an Applicant. Global will not make available to any other party any information or CV posted to the Site by the Applicant without the permission of the Applicant.

5.2. Global has the right at its own discretion to suspend or remove any Applicant's information or CV from the Global Site.

5.3. Any Applicant information or CV found to contain illegal, obscene, offensive or immoral material will be withdrawn by Global until the Applicant amends or replaces the information.

5.4. A Applicant must not post a CV or other information that does not contain a true and accurate record of the Applicant's personal details, education, employment history, immigration status or training history.

5.5. Applicants who do not comply with article 6.4 may, at the discretion of Global, have their personal details and CV removed and access to the site suspended indefinitely.

5.6. An Applicant who makes representation of any other living person, part of a person or any other copy by which any other living person can be identified is taken to have obtained the appropriate authority of that living person before posting such information to the Site.

## 6. Job Applications.

6.1. All Applicants agree to read and fully understand the requirements of a Vacancy Advertisement posted on the site before making an application for the vacancy.

6.2. Applicants agree that they will only respond to Vacancy Advertisements for which they have the appropriate skills and qualifications required by the Client and the necessary qualifications required by law.

6.3. Applicants who apply for a vacancy in a country other than their country of residence must satisfy or will satisfy the necessary immigration requirements of the country in which the position is situated.

6.4. Applicants will ensure that all details provided to a client as part of an application contain a true and accurate reflection of their personal details, education, employment history, immigration status and training history.

6.5. Global reserves the right to suspend the use of Services or the Site to any Applicant who knowingly provides false or misleading information to a Client in response to a Vacancy Advertisement posted on the site.

6.6. The Applicant accepts that Global cannot be held responsible for the content of Vacancy Advertisements on the Site and that no obligations are imposed on Global in this regard.

## 7. Liability.

7.1 Global does not verify or guarantee any Client's details or any aspect thereof, whether forwarded to the Applicant via Global or otherwise. Global does not warrant the accuracy, truth or correctness of any statement, representation, claim or assertion made in any Advertisement by any Client, and the Applicant releases Global from any claim arising out of any misdescription or inaccuracy appearing in or arising from an advertisement or other material from a Client. Global accepts no responsibility as to the suitability of positions or jobs advertised through Global.

7.2 The Applicant shall satisfy itself as to the suitability of any position or job advertised.

7.3 The Client shall be responsible for obtaining work, or any other permits, for the arrangements of medical examinations and/or investigations into medical history of any Applicant, and shall satisfy itself of any medical or other requirements or qualifications required by law.

7.4 Global does not accept liability of any description, including liability for negligence (except for personal injury or death), or any damages or losses (including, but without limitation to indirect or consequential loss, or loss of business, revenue, profits, use or opportunity) howsoever resulting from the Applicant's use of (or inability to use) this Site.

7.5 Global makes no warranty that this Site (or any website that is, or may become linked to the Site) is free from computer viruses,

"cookies", or any other malicious or impairing computer programs and/or that the Site shall operate uninterrupted and error-free.

7.6 Global does not accept liability, of any description, however arising, for any loss or damage caused to any Applicant, or any other third party, arising from any virus or other impairing computer program contained in any CV submitted by any Applicant.

7.7 Global does not accept liability for:

7.7.1 any loss of copy, artwork, photographs, data or other materials that the Applicant supplies to Global and the Applicant shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes it may require;

7.7.2 any mistakes or errors whatsoever that arise during the course of publication of any Advertisement or any loss of information or data or any damage thereto in each case as a result of circumstances beyond its reasonable control or which arise as a result of the acts or omissions of the Client.

## 8. Indemnity.

8.1 The Applicant agrees to indemnify Global and to keep Global indemnified in respect of, but not limited to, all damages, costs or liabilities that Global may incur arising from an Advertisement or use of any Service, and in particular resulting from the following:

8.1.1. the publication of any defamatory statement;

8.1.2 breach of copyright;

8.1.3 any claims made by any person in respect of race, religion, age, sex or disability discrimination;

8.1.4 any breach by the Applicant of any warranty given hereunder.

## 9. Disclaimer

9.1. Except as otherwise provided by statute, Global disclaims all warranties, express or implied by law of statute, in relation to, but not limited to, the Site

## 10. Governing Law and Jurisdiction.

10.1 These Terms shall be governed by, and construed in accordance with, the laws of England and each party irrevocably submits to the exclusive jurisdiction of its courts.

## 13. Miscellaneous.

13.1 The signing of a Service Agreement for provision of Services amounts to an acceptance of these Terms to the exclusion of any other terms and conditions. No variation shall be binding unless agreed in writing.

13.2 If any provision of these Terms is held to be void or unenforceable in whole or in part, these Terms shall continue to be valid as to the other provisions and the remainder of the affected provision. No waiver by Global shall be effective except in relation to the matter in respect it was specifically given.

13.3 Nothing in these Terms is intended to confer on any person any right to enforce any provision of these Terms, which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. Insofar as the Applicant is a consumer (as that term is defined in the Consumer Protection (Distance Selling) Regulations 2000, the Applicant agrees that the provision of Services under these Terms may, by agreement between the Applicant and Global, take place before the end of any applicable cancellation period, in which case the right to cancel such provision of Services shall not apply.