

Vacancy Advertisements - Terms and Conditions

Prior to accessing or using the information and services available through the Global Health Staff website, you agree to be bound by each and every one of the terms and conditions below. These terms and conditions supersede any and all previous terms and conditions relating, concerning or applying to any services offered by Global Health Staff. Global Health Staff may modify this agreement at any time, and such modifications shall be effective immediately upon posting the modified agreement to the site.

General Conditions

1. All amounts owed to Global Health Staff by advertisers must be paid in full within 14 days of date of invoice notwithstanding any errors or omissions in any advertisement placed on the site. Global Health Staff reserves the right to charge Advertisers interest of 12% per annum and reserves the right to recoup any collection costs incurred from the Advertiser. Global Health Staff also reserves the right to disable the account of any Advertiser without notice and refuse to provide any other service if invoice is not paid within the required trading terms.
2. An Advertisement or Service which indicates, or can reasonably be understood as indicating, an intention to discriminate on grounds of sex, race or age will not be accepted unless it is exempted from the requirements of any relevant legislation or law governing Sex Discrimination or Race Relations or Age Discrimination. A statement must be made at the time the Advertisement is placed or Service used saying which of the exemptions in the Act(s) is considered to apply.
3. Although Global Health Staff will use all reasonable endeavors to procure that Vacancy Advertisements will become live on the Site immediately they are posted, Global Health Staff will not be liable for any delay or failure to perform it's obligations under this agreement if such a delay or failure is due to circumstances beyond it's control.
4. Global Health Staff reserves the absolute right, without giving any reasons, to decline, cancel or remove any Advertisement or provision of Services for any reason and at any time without prior notice.
5. Global Health Staff may in its sole and absolute discretion and without prior notice, report any Advertisement or Service used which in its reasonable opinion is being used for an improper or illegal purpose by a Client to the relevant authorities.
6. Global Health Staff may in its sole and absolute discretion edit, remove or refuse to publish any Vacancy Advertisement which:
 1. contains unnecessarily repeated words or phrases which cause a false positioning in the search results seen by a Applicant;
 2. refers to any advertising products, services, businesses or websites, including, but not limited to, franchises, pyramid selling, network marketing, multi-level marketing and 'get rich quick' schemes.
7. Global Health Staff shall be entitled at anytime without notifying the Client to make changes to the Services, which are necessary to comply with any applicable security, regulatory, governmental or other statutory requirements and shall determine the manner in which the Services are provided.
8. Vacancy Advertisements may link only to a Client's contact details but may not contain a link, or references, to the Client's website.
9. Vacancy Advertisements may only contain:
 1. one email address, which must be in the specific place designated by Global Health Staff and must not be part of the text describing the vacancy;
10. If the Client is a recruitment Agency and / or the services offered by the Recruitment Agency no text relating to the services provided by that recruitment agency must not be part of the text describing the vacancy.
11. A Vacancy Advertisement shall contain the details of, accurately describe and relate to no more than a single vacancy.
12. All job token will have a life of 12 months from the date of purchase. Any job tokens unused within 12 months of purchase will be deleted by discretion of the management.

Advertiser Subscriptions

1. Global Health Staff subscribers can post unlimited vacancy advertisements for the duration of the subscription.
2. Subscriptions may be purchased for 1, 3, 6 or 12 months and must be paid in full within 14 days of invoice or the subscription may be cancelled.
3. In the event a subscription is cancelled due to nonpayment all active Vacancy Advertisements will be removed or charged at the standard Vacancy Advertisement rate.
4. Advertisers may cancel their subscription at any time and are bound by the terms relating to refunds in Items 24 and 25 with no exceptions.
5. All Vacancy Advertisements posted as part of a subscription are bound by the same terms and conditions as any single Vacancy Advertisement referred to in items 1 to 12.

Refund Policy

1. The Client may remove an Advertisement from the Site before the Advertisement has reached its expiry date, but shall not be entitled to a refund for any remaining time not used. The Client may extend the term of an Advertisement provided they have purchased a sufficient quota of the relevant Service. In addition, a Client shall not be entitled to a refund for any job tokens purchased online but not used.
2. Refunds will only be given at the discretion of the management.

Obligations of Global Health Staff

1. Global Health Staff will use its reasonable endeavors to provide Job Seekers the facility of viewing the Clients' Advertisements on the Site and to provide the Services to the Client. However, the Client accepts that Global Health Staff cannot guarantee the number of occasions on which any individual Advertisement appears on the Site and that no obligations are imposed on Global Health Staff in this regard.

Obligation of Client

1. The Client hereby undertakes and warrants to Global Health Staff:
2. To comply with the provisions of any data protection legislation or relevant legislation with regard to any Applicant information received by it and in particular to keep such information confidential.
3. In relation to any Advertisement the Client is a principal notwithstanding that the Client may be acting directly or indirectly for a third party;
4. the reproduction and/or publication of the Advertisement by Global Health Staff as originally submitted or as amended will not breach any agreement or infringe or violate any right of any person or render Global Health Staff liable to any proceedings whatsoever and the Client indemnifies Global Health Staff against all costs, claims, damages, loss, expenses and liabilities suffered or incurred by Global Health Staff as a result of this undertaking and warranty being incorrect;
5. each Advertisement is legal, decent, honest and truthful and complies with all applicable laws, rules, regulations and codes relating to any advertising as may be appropriate;
6. in respect of any Advertisement 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 Client has obtained the legal authority of such living person to make use of and publish such name, representation and/or copy;
7. No Advertisement contains any data, image or other material which;
8. is offensive, obscene or indecent, or capable of being resolved into obscene or indecent images or material;
9. is defamatory, threatening or racially, ethnically or otherwise objectionable;
10. is designed or likely to cause annoyance, inconvenience, unwanted attention or needless anxiety to any other person;
11. infringes the rights (including, without limitation, the intellectual property rights) of another person;
12. is designed or likely to cause disruption to any computer system or to any network;
13. is illegal or designed or likely to induce an illegal act.

14. The Client is responsible for ensuring that the content of any Advertisement and the use of the Services is not discriminatory, obscene, defamatory, or in any other way illegal or in breach of any legislation. The Client also agrees to comply with all relevant industry Codes of Practice.
15. The Client acknowledges that it is not vested with any proprietary rights in respect of the Site, or any CV or other information submitted by any Applicant.
16. The Client shall indemnify Global Health Staff against all claims made by the third parties in respect of the misuse of the data supplied to the Client.
17. The Client shall make its own enquiries and shall obtain from the Applicant, as much information about an Applicant's qualifications and experience, as is necessary for determining whether an Applicant is suitable for employment, and shall ascertain that the Applicant has such qualifications as are required by law.

The Client Shall:

1. The Client shall make its own enquiries and shall obtain from the Applicant, as much information about an Applicant's Use all CVs supplied for the sole purpose of endeavouring to provide or locate suitable employment on behalf of Applicants;
 1. keep confidential the CVs and all other information received through Global Health Staff or Applicants to the Client or its employees or agents and shall only use such information for such agreed purpose as endeavouring to seek or provide employment opportunities for Applicants with their express consent in respect of the CVs;
 2. obtain the express consent of an Applicant prior to submitting his or her CV to any other person;
 3. not submit, copy, supply, re-sell, distribute or make available in any way any CVs or other information received from Global Health Staff to any person provided that where the Client is a Recruitment Agency it may make CV's available to its genuine End Clients who intend to recruit such Applicants for their own employment:

Liability

1. Global Health Staff does not verify or guarantee any Applicant's details or any aspect thereof, whether forwarded to the Client via Global Health Staff or otherwise. Global Health Staff does not warrant the accuracy, truth or correctness of any statement, representation, claim or assertion made in any CV or by any Applicant, and the Client releases Global Health Staff from any claim arising out of any mis-description or inaccuracy appearing in or arising from an CV or other material from an Applicant. Global Health Staff accepts no responsibility as to the suitability of Applicants who respond to Vacancy Advertisements or Services.
2. The Client shall satisfy itself as to the suitability of any Applicant and shall take up any reference provided by the Applicant before engaging any such Applicant.
3. Global Health Staff 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 Client's use of (or inability to use) this Site.
4. Global Health Staff makes no warranty that this Site (or any website that is, or may become linked to this website) 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.
5. Global Health Staff does not accept liability, of any description, however arising, for any loss or damage caused to any Client, or any other third party, arising from any virus or other impairing computer program contained in any CV submitted by any Applicant.
6. Global Health Staff does not accept liability for:
7. any loss of copy, artwork, photographs, data or other materials that the Client supplies to Global Health Staff and the Client shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes it may require;
8. 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.

Indemnity

1. The Client agrees to indemnify Global Health Staff and to keep Global Health Staff indemnified in respect of, but not limited to, all damages, costs or liabilities that Global Health Staff may incur arising from an Advertisement or use of any Service, and in particular resulting from the following:
2. the publication of any defamatory statement;
3. breach of copyright;
4. any claims made by any person in respect of race, religion, age, sex or disability discrimination;
5. any breach by the Client of any warranty given hereunder.

Disclaimer

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

Miscellaneous

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.

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 Health Staff shall be effective except in relation to the matter in respect it was specifically given.