



Terms and conditions for Recruitment Advertising

The Bromley Council Recruitment website is operated by Bromley Council, whose registered address is Civic Centre, Stockwell Close, Bromley, Kent BR1 3UH, ('we', 'us' or 'our').

By using the website, and in consideration of Bromley Council allowing you access to it, you accept and agree to be bound by these terms and conditions ("Terms"). From time to time we may modify the Terms, so please continue to review them whenever accessing or using the website.

You may only access and use the Bromley Council Recruitment website and services if you agree to all these terms and conditions and by continuing to use the website you are agreeing to these terms and conditions as varied from time to time.

General Terms & Conditions

You must be a public sector, voluntary or third sector organisation.

All prices quoted exclude VAT which will be charged at the current rate, where applicable.

Bromley Council does not accept any responsibility or liability for the content of adverts published on behalf of any third party organisation.

Prior to submitting any Recruitment Advertisements you will have obtained all necessary rights, consents, licences, clearances and waivers in relation to the Recruitment Advertisements (and all content thereof) to enable Bromley Council to publish the Recruitment Advertisements on the website and, as between Bromley Council and you, you shall be solely responsible for any and all payments due to third parties as a result of such publication.

All copyright, trademarks, and other intellectual property rights used as part of the website are vested in Bromley Council and its licensors.

You acquire no rights or licences in or to the website other than the limited right to use the website solely in accordance with these terms and conditions.

Whilst Bromley Council will use its best endeavours to ensure that the information on the site is accurate and complete, we do not accept any liability arising from any inaccuracy or omission in the information on this site. Advertisers are responsible for ensuring their information is accurate and legally compliant and we advise you to verify the accuracy of any information before relying on it.

All Recruitment Advertisements submitted by you for publication online will be free of any viruses (meaning any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware) and no Recruitment Advertisement shall cause any adverse effect in the

operation of the website such that the whole or part of such sites shall be wholly or partially unavailable to users.

In respect of any Recruitment Advertisement cancelled by you after the Recruitment Advertisement has been uploaded, you will be liable for the full cost of the Recruitment Advertisement.

Bromley Council reserves the right to cancel and/or remove any adverts (without refund of fees) if these Terms and Conditions have not been met or if Bromley Council is notified on any legal infringement by a third party.

Bromley Council reserves the right to refuse to publish any advertisement that may cause a conflict of interest.

These Terms are governed by English law and the English Courts shall have non-exclusive jurisdiction.

General Terms Regarding Use of the Services:

You hereby warrant, represent and undertake to Bromley Council that:

You will only use the Services and any information you receive under the Services for your recruitment related activities;

Your use of the Services will not be prejudicial to the image or reputation of Bromley Council, the Website or any other recruiters who use the Website;

You are responsible for maintaining the confidentiality of your account, 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 site registrations and passwords, whether or not authorised by you.

You agree to immediately notify Bromley Council Recruitment Team of any unauthorised use of your account, profile, or passwords.

Bromley Council is not to be considered to be an employer with respect to your use of the site and shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on the site.

You understand and acknowledge that if you cancel your account or your account is terminated, all your account information, including saved CVs, will be deleted from our databases in accordance with our GDPR Retention Policy. There will be no recovery of data after this period.

We reserve the right at any time without notice, to enhance, modify, alter, or suspend the website and with notice to terminate or restrict your access to the website.

Recruitment Advertisements

A Recruitment Advertisement may not contain:

(a) any hyperlinks, other than those specifically authorised by Bromley Council;

(b) misleading, unreadable, or 'hidden' keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in the reasonable discretion of Bromley Council;

(c) the names, logos or trademarks of unaffiliated companies other than those of the recruiter customer save where expressly agreed by Bromley Council;

(d) the names of colleges, cities, states, towns or countries that are unrelated to the posting;

(e) inaccurate, false, or misleading information;

You may not use your Recruitment Advertisements to:

(a) 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;

(b) post jobs or other advertisements for competitors of Bromley Council or post jobs or other content that contains links to any site competitive with Bromley Council;

(c) sell, promote or advertise products or services;

(d) endorse a particular political party, political agenda, political position or issue;

General Terms Regarding Access to the Services:

Bromley Council allows you to access each of the Services on the basis that:

(a) you are a bona fide employer;

(b) your password is personal to you and may not be used by any third party to access any of the Services or otherwise shared with or disclosed to any third party. If you become aware that any third party has access to your password, you will immediately notify Bromley Council and Bromley Council shall provide you with a new password as soon as reasonably practicable. You shall at all times ensure that your password is safe and secure;

(c) you will not do anything which would assist anyone who is not a registered user of the Services to gain access to or misuse it;

(d) you will not maliciously create additional accounts for the purpose of abusing the functionality of the Website or the candidates who have signed up to the Website, or other users nor do you seek to pass yourself off as another user;

Bromley Council reserves the right to remove any job posting or content from the site, which in the reasonable exercise of our discretion, does not comply with the above terms, or if any content is posted that Bromley Council believes is not in the best interest of Bromley Council.

If at any time during your use of the site, you made a misrepresentation of fact to Bromley Council or otherwise misled Bromley Council in regards to the nature of your business activities, Bromley Council will have grounds to terminate your use of the site.

Cancellation Policy

Bromley Council does not accept any cancellation once a service has been purchased, regardless of whether it is an on demand service or part of a subscription agreement. By making a purchase you have entered into a legally binding contract with Bromley Council.

Liability

Bromley Council accepts no liability for any delay or disruption whilst using any of the Services or for any loss or damage to your account or any loss or damage caused by any error or technical fault in respect of the transfer of a CV from the Website to you.

Bromley Council does not guarantee the continued and uninterrupted availability of any of the Services and accepts no liability for any unavailability including without limitation due to technical errors or faults. In any event, Bromley Council shall have no liability for any failure or delay affecting the transmission of any Website, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of Bromley Council.

Bromley Council shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for any economic losses (including without limitation, loss of revenues or profits, contracts, business or anticipated savings), any loss of goodwill or reputation or any indirect or consequential losses (in each case whether or not such losses were within the contemplation of the parties at the date the order was placed) suffered or incurred by you arising out of or in connection with any matter hereunder.

For the avoidance of doubt, nothing in these Terms shall operate to limit or exclude Bromley Council's liability for death or personal injury resulting from its own negligence or for fraud.

Candidates are solely responsible for the content of any applications that they submit to Bromley Council. We accept no responsibility for the content of a candidate's application including without limitation any error, omission or inaccuracy.

Indemnity

You will indemnify Bromley Council and agree to keep Bromley Council indemnified on demand against all claims, costs, proceedings, demands, losses, damages, expenses or liability (including without limitation any consequential losses or loss of profit and any legal fees) whatsoever arising directly or indirectly as a result of any breach or non-performance or non-observance of any of the representations, warranties or other terms contained herein or implied by law in accordance with these Terms.