



WEBSITE TERMS AND CONDITIONS

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In these terms and conditions, “we” “us” and “our” refers to The SHORTLISTER. Your access to and use of all information on this website including purchase of our service/s is provided subject to the following terms and conditions.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

Registered Users

1. In order to access the services provided on this website, you must become a registered user. You must complete registration by providing certain information as set out on our registration page. Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
2. You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time when they change.
3. On registration, we provide you with a password. On registration you agree to pay for our services as set out on our website.
4. We reserve the right to terminate your registration at any time if you breach these terms and conditions.

Our Website Services

Fees

5. Our services are provided to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.
6. All prices are in Australian Dollars (AUD) and are exclusive of GST. We endeavour to ensure that our price list is current. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time. If you have placed an order, we reserve the right to cancel your order should our prices change.

7. Payment upfront is a requirement of our service, if you cannot pay via our online credit card facility, we can arrange for an invoice to be sent to you electronically via the email address you have provided for your urgent action. We will not commence our service until full payment has been received.
8. The Client will pay The SHORTLISTER, in advance of the Services provided to the Client.
9. The SHORTLISTER will issue a receipt electronically via email address provided at the time of registration.

Advertising

10. The Client must ensure the requirements for the Services they seek are fully and completely described in the 'Ad Creator' section so that The SHORTLISTER in providing the Services is able to accurately and properly provide the Services.
11. If, in the absolute discretion of The SHORTLISTER, the Client's Request cannot be complied with by The SHORTLISTER, for any reason, The SHORTLISTER will not be required to comply with the Client Request and will immediately notify the Client that it cannot comply with the Client Request.
12. The SHORTLISTER will send a draft copy of the Advertisement to the client with an approval deadline. The client will be required to amend and approve advertisements within the set timeframe; all changes must be in writing. The client acknowledges that should they not make changes or approve within the deadline specified, that The SHORTLISTER will proceed with posting of the advertisement without their consent.
13. The positioning and placement of an Advertisement is at the discretion of The SHORTLISTER except where expressly agreed in writing by the two parties.
14. It is the responsibility of the client to notify The SHORTLISTER of any errors immediately as it appears. Unless so notified, The SHORTLISTER accepts no responsibility for any recurring error or any loss relating to that recurring error.
15. For the avoidance of doubt, The SHORTLISTER acknowledges that all online advertising is included in The SHORTLISTER's Fees. This will include only one round of advertising. Extra advertising may be purchased at an additional cost to the client. The SHORTLISTER does not offer paper advertising or advertising on Seek Executive, this will be the responsibility of the client.

16. The Client agrees that all confidential information provided to the Client from The SHORTLISTER is for the sole purpose of determining a candidate's suitability for employment. The Client agrees to keep all information confidential and to not use it for any other purpose other than the purpose for which it was sent. In accordance with the conditions of the Privacy Act 1988 (Cth), the Client agrees that under no circumstances is the Client able to contact candidate's referees, present or past employers without the express permission of the candidate. The Client acknowledges that such actions could expose The SHORTLISTER and the Client to litigation, which the Client agrees to indemnify and make restitution for said acts to and for The SHORTLISTER, directors and staff in such a case arising.
17. The Client acknowledges and agrees that whilst The SHORTLISTER will manage the provision of the Services as may be necessary to ensure that those Services comply with the Client Request, the final decision to employ a candidate rests with the Client and The SHORTLISTER does not guarantee a successful placement post services provided.
18. You expressly authorise us to store and retain all applications submitted in response to the relevant ad.
19. While The SHORTLISTER takes all necessary steps to ensure the information provided by candidates is true and correct it is the responsibility of the client to ensure any discrepancies are addressed. The SHORTLISTER takes no responsibility for misleading information provided by a candidate by any means.

Duration

20. Standard job advertisements are valid for 30 days; you can choose to expire the advertisement earlier by written request.
21. The client acknowledges and agrees that the following actions constitute a new/additional job advertisement and will entail additional fees and charges:
 - a. Copying a job advertisement;
 - b. Reposting a previous advertisement or deleted job advertisement;
 - c. Extending a job advertisement ("Extending") which adds 30 days to the life of the advertisement unless you choose to expire the advertisement earlier and this can occur on multiple occasions;
 - d. Opting to have the advertisement in multiple areas within a job board.

22. The client acknowledges that they will have unlimited access to candidates applications for a period of 6 months from payment date. A new recruitment campaign will be required post this date.

Cancellation of Service – Refund Policy

23. A refund will only apply if requested within 24 hours of payment being received.
24. You acknowledge that once an advertisement has been posted and/or approved by you, there will be no refund or credits issued. This is due to The SHORTLISTER being financially committed to our advertising suppliers.

Site Access

25. When you visit our website, we give you a limited licence to access and use our information for personal use.
26. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
27. Except as permitted under the *Copyright Act 1968 (Cth)*, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.
28. The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

29. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

30. Linking our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

31. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
32. All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.
33. Any comment, feedback, idea or suggestion (called “Comments”) which you provide to us through this website becomes our property. If in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.
34. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Disclaimers

35. Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
36. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
37. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

Statutory Guarantees and Warranties to Consumers

38. Schedule 2 of the Competition and Consumer Act 2010 (“**C&C Act**”) defines a consumer. Under the C&C Act we are a supplier of either goods or services or both to you, and as a consumer the C&C Act gives you statutory guarantees. Attached to the Standard Terms and Conditions are:-
- a. Schedule 2 of the C&C Act; and
 - b. those statutory guarantees, all of which are given by us to you if you are a consumer.
39. If you are a consumer within the meaning of Schedule 2 of the C&C Act of our goods or services then we give you a warranty that at the time of supply of those goods or services to you, if they are defective then:-
- a. We will repair or replace the goods or any part of them that is defective; or
 - b. Provide again or rectify any services or part of them that are defective; or
 - c. Wholly or partly recompense you if they are defective.
40. As a consumer under the C&C Act you may be entitled to receive from us notices under Schedule 2 section 103 of the C&C Act. In that regard:-
- a. If you are a consumer within the meaning of Schedule 2 of the C&C Act and the goods or services we are providing relate to the repair of consumer goods then we will give you any notice which we are obliged to give you under Schedule 2 section 103 of the C&C Act.
 - b. If we are a repairer of goods capable of retaining user-generated data then we hereby give you notice that the repair of those goods may result in the loss of the data.
 - c. If we are a repairer and our practice is to supply refurbished goods as an alternative to repairing your defective goods or to use refurbished parts in the repair, then we give you notice that the goods presented by you to us for repair may be replaced by refurbished goods of the same type rather than being repaired. We also give you notice that we may use in the repair of your goods, refurbished parts.

Limitation of Liability

41. If you are not a consumer within the meaning of Schedule 2 of the C&C Act then this clause applies to you. If you are a consumer within the meaning of the C&C Act then this clause has no effect whatsoever to in any way limit our liability or your rights. If you are not a consumer:-
- a. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.
 - b. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.
 - c. We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Us.
 - d. We do not participate in any way in the transactions between our users.

Indemnity

42. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Jurisdiction

43. These terms and conditions are to be governed by and construed in accordance with the laws of Western Australia and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Western Australia and you agree to submit to the jurisdiction of those Courts.
44. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

45. We undertake to take all due care with any information which you may provide to us when accessing our website. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
46. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.