

Terms and Conditions (Student Job Board)

ICL Jobs Board ('this website') is owned and operated by ICL Education Group (ICL). These terms of use constitute an agreement made between you, the website user, ('you', 'your' and us). You must not access or use this website unless you accept all of these terms of use. By accessing and using this website you are agreeing that you have read, understood and accepted these terms of use, and agree to be bound by them.

PRIVACY

Where we collect personal information about you as a result of your accessing and using this website, our Privacy Policy will apply to that information. Accordingly, these terms and conditions must be read together with our Privacy Policy (Copy available by contacting employment@icl.ac.nz)

CHANGES TO WEBSITE, CONTENT, TERMS AND CONDITIONS

We reserve the right to add to, modify, or remove this website or any information, feature, specification, or other part of this website (at any time and without notice to you). We reserve the right to change these terms and conditions from time to time by publishing the changed terms on this website. You should review these terms and conditions periodically to be aware of such changes. Your continuing access or use of this website following such publication shall be deemed your acceptance of the revised terms and conditions.

USE OF THIS WEBSITE

You agree not to use this website for any purpose that is unlawful or to engage in any conduct that is likely to impair or cause damage to the operation of this website whether by way of a virus, corrupted file or through use of any other software or program. Furthermore you agree not to alter, modify, reproduce, transmit or otherwise deal with the content, software, text, graphics, layout or design of this website without our prior written approval.

USER CONTENT AND RIGHTS

This website enables you to submit information and other user-supplied content ('user content') for the purpose of creating job advertisements, or otherwise. By creating, modifying, transmitting, uploading, or submitting any user content, you:

- a) grant us a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual, irrevocable, licence to publicly display and make your user content available, excluding personal details, (by all means and in any media now known or hereafter developed) to other users of this website and other users of our services in such manner as we may permit from time to time; and
- b) acknowledge and agree that no royalties or other remuneration will be paid or payable to you for your user content, or for the granting of the rights described above. We have no obligation to you to make this website or any user content available. We may at any time edit, refuse to display, or remove any part of this website (including your user content) as we deem appropriate.

INTELLECTUAL PROPERTY

The materials displayed on this website are protected by copyright and other laws of New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other intellectual property rights that may subsist in this website including text, illustrations, photographs, video, music, sounds, layout, designs, source code, belong to us or to our licensors (together, 'our intellectual property'). Except with our prior written permission, you may not in any form or by any means:

- a) use, copy, modify, adapt, reproduce, store, distribute, print, display, perform, publish, or create in any way any works contained in any part of this website; or
- b) commercialise any information, products or services obtained from any part of this website.

FEEDBACK AND UNSOLICITED SUBMISSIONS

If you give us feedback about this website or our products or services, you grant us the right to use that feedback for the purpose of improving our website or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation in respect of our use of that feedback. If you do send us unsolicited ideas:

- 1. they will be treated as if they were 'user content' in accordance with these terms of use; and
- 2. they will be deemed to be non-confidential; and
- 3. we will not be required to provide any acknowledgment of their source.

ELECTRONIC COMMUNICATION

You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002. You consent to receiving electronic messages and information sent by us(or on our behalf) for any purposes described in our privacy policy. You agree, pursuant to section 11(2) of the Unsolicited Electronic Messages Act 2007, that the person sending any such message need not include a functional unsubscribe facility in that message.

DISCLAIMER

While we endeavour to ensure that the content of this website is free from errors, we do not give any warranty or other assurance as to the content of material appearing on this website, its accuracy, completeness, timeliness or fitness for any particular purpose.

We give no guarantee to you of the continued availability of any particular job advertised on this website. We will not be liable to you should a prospective employer have filled the vacancy or vacancies at any time prior to removal of the advertisement from this website.

While we take efforts to ensure that jobs advertised are for actual job vacancies, we give you no guarantee that every job advertisement represents an actual job vacancy.

To the maximum extent permitted by law, we provide this website and related information and services on an "as is" basis without any warranties, representations, or guarantees of any kind (whether, express, implied, statutory or otherwise) including, but not limited to, warranties of non-infringement, merchantability, or fitness for a particular purpose.

If you are using our services for business purposes, you agree that the guarantees provided under the Consumer Guarantees Act shall not apply to those services.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, we disclaim all responsibility for any damages or losses (including, without limitation, financial loss, damages for loss in business projects, loss of profits or other economic losses) whether arising in contract, tort or otherwise from the use of, or inability to use, this website, our services, or any information or material appearing on this website, or from any action or decision taken as a result of using this website or any such services, information or material.

AVAILABILITY AND ACCESSIBILITY

Your use of this website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that this website or any associated services will be error free, without interruption or delay, or free from defects in design. We will not be liable to you should this website or the services supplied through this website become unavailable, interrupted or delayed for any reason.

ENDORSEMENT AND RECOMMENDATIONS

We do not endorse or recommend any of the jobs or prospective employers advertised on this website. We do not endorse or recommend any prospective employees applying for employment using our services .

THIRD PARTY WEBSITES

This website provides links and pointers to Internet sites maintained by third parties. Such linked sites are not under our control and we are not responsible for the contents (including the accuracy, legality or decency) of any linked site or any material contained in a linked site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the linked site. We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third party service provided by any third party.

MALICIOUS CODE AND VIRUSES

Although we endeavour to prevent the introduction of viruses or other malicious code (together, 'malicious code') to this website, we do not guarantee or warrant that this website, or any data available from it, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing this website does not expose your computer system to the risk of interference or damage from malicious code.

SECURITY OF INFORMATION

Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your transmissions or data or of the information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorized access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this website and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of this website or any outbound hyperlink.

GOVERNING LAW

These terms of use are governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of use.

These terms of use were last updated November 2017.