



# Horizon Career Centre

## THE FINE PRINT

### Terms & Conditions of use of the Horizon Career Centre website

#### Part A: Advertiser Terms of Use

Advertisers on [www.horizonemployment.com.au](http://www.horizonemployment.com.au) ("Site") identified as "Advertisers" or "Advertiser" includes potential employers seeking to fill job vacancies and potential locum service providers advertising their capabilities and capacity for locum type service contracts who all agree to be bound by the following terms and conditions of use.

1. All Advertisers must register an account online.

2. Advertisers shall pay for services provided by the Australian Association of Social Workers Ltd (ABN 93 008 576 010) ("AASW"), online via secure credit card system or by other means as the parties shall mutually agree.

3. AASW reserves the right to disable the Advertiser's account with Horizon Career Centre without notice and refuse to supply further services to the Advertiser's organisation if AASW's services are not paid for as agreed between the parties.

4. As a condition of using any services supplied by AASW, Advertisers must comply with the Human Rights and Equal Opportunity Commission Act 1986 (Cwlth) and all anti-discrimination and equal opportunity legislation applicable in the State or Territory in which they conduct business. Where an exemption to comply with the legislation has been granted, the exemption number must be included in the advertisement submitted to AASW.

5. AASW reserves the right to withdraw without notice to the Advertiser any advertisement that AASW considers may be in breach of any clause of these terms of use or of any law or regulation, or is inconsistent with the aims and objectives of AASW. AASW also reserves the right to terminate any service agreement with an Advertiser if the Advertiser posts any advertisement that AASW considers may be in breach of any law or regulation, or is inconsistent with the aims and objectives of AASW.

6. Advertisers indemnify and will keep indemnified AASW, its officers, employees and agents against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by AASW in connection with:

- a) any breach of this agreement by the Advertiser;
- b) any negligent act or omission by the Advertiser;
- c) the listing or proposed listing of any advertisement by an Advertiser on the Site or any related site; or
- d) an actual or alleged breach by an Advertiser of any law, legislation, regulations, by-laws, ordinances or codes of conduct which occurs a consequence of the Advertiser's advertisement appearing on the Site.

7. AASW cannot and does not guarantee or warrant to the Advertiser that files available for downloading through the Site or delivered via electronic mail through the Site will be free of infection or viruses, worms, trojans or other code that manifest contaminating or destructive properties. Advertisers are responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

8. AASW provides no warranty to Advertisers that services generally available through the Site will be uninterrupted or error free. AASW will use its reasonable endeavours to ensure that any disruptions or denial of access to the Site will be remedied as quickly as possible.

9. AASW will not be liable for any delay or failure to perform its obligations under this agreement if such a delay or failure is due to circumstances beyond its reasonable control.

10. AASW makes every effort to avoid errors in advertisements it has agreed to post to the Site. However, AASW accepts no responsibility or liability for any errors and requires that Advertisers check their advertisements for errors as soon as they are placed on the Site(s). All reasonable efforts will be undertaken by AASW to edit errors brought to AASW's attention as soon as reasonably possible.

11. AASW will use its reasonable efforts to publish advertisements in the shortest possible time. AASW is not liable for any loss or damage incurred by an Advertiser as a result of any failure or delay in listing an advertisement.

12. The Advertiser warrants and undertakes that:

- a) it has the legal capacity and power to enter into this agreement and perform its obligations under it;
- b) advertisements and other works posted on the Site do not breach the intellectual property rights of any third party;
- c) all files delivered to AASW will be free of infection or viruses; and
- d) it will not use the Site for any illegal purpose.

13. Advertisers will:

- a) at all times deal with any information or products provided by AASW or accessed from the Site in a manner which abides by all applicable laws of Australia, or of any other relevant jurisdiction (including, without limitation, privacy and copyright laws);
- b) not use the Site to post or link to any pyramid scheme or spam system;
- c) not ask or require any Jobseeker to pay a fee, charge, cost or any money whatsoever to apply for any job advertised on the Site whether such fee, charge, cost or money is asked or required of the Jobseeker in the job advertisement itself or in any communication with the Jobseeker that takes place as a result of a job advertisement placed on the Site; and
- d) not use any feature of the Site to send unsolicited email to Jobseekers, whether individually or as a group. Jobseeker management tools may only be used to communicate with Jobseekers about the specific vacancy to which they have applied. Resume database tools may only be used to communicate with Jobseekers about specific vacancies that match Advertiser preferences.

14. Advertisers must adhere to the principles of truth in advertising set out in the Recruitment and Consulting Services Association of Australia and New Zealand (RCSA) Code for Professional Conduct.

Advertisers placing advertisements for permanent positions should only place job ads for permanent positions for which they have authority and/or permission to recruit.

15. Advertisers must ensure that all advertisements posted to the Site comply with all applicable legislation, regulations, by-laws, ordinances and codes of conduct, including but not limited to the:

- a) Trade Practices Act 1974 (Cwlth), including but not limited to s.53B which requires that Advertisers that are companies not mislead persons seeking employment as to the availability, nature, terms or conditions or, any other matter relating to the employment opportunity being offered;
- b) Fair Trading Acts in all applicable States and Territories;
- c) Privacy Act 1988 (Cwlth) including the National Privacy Principles; and
- d) Estate Agents Acts in all applicable States and Territories.

16. Advertisers are not permitted to link from AASW's job application process to any external websites/externally hosted application forms without AASW's express written approval. Such approval is subject to strict terms and conditions.

17. Advertisers may not assign or transfer any rights and obligations pursuant to this agreement to any other person or entity without AASW's prior written approval (which will not be unreasonably withheld). If an Advertiser is a company, any change in the effective control of that Advertiser will be deemed an assignment for the purpose of this clause.

18. Advertisers agree that AASW retains all intellectual property rights contained in any of the goods and services provided to Advertisers by AASW.

19. Advertisers acknowledge and agree that AASW acts as a medium through which individuals seek employment opportunities and that AASW does not vet nor is it responsible for vetting job vacancies, locum service providers, Jobseekers or their representations (whether oral or in writing – including those representations appearing in Jobseekers resumes appearing on AASW's resume database) made by them. AASW disclaims all liability for any loss, costs, damages or loss of profits sustained directly or indirectly as a consequence of any Advertiser employing or engaging any person sourced through the AASW Site.

20. Advertisers understand and agree that the following actions constitute a new/additional job advertisement under this agreement:

- a) copying a job ad;
- b) reposting an archived or deleted job ad;
- c) extending a job ad beyond 30 days (known as "renewing" and this can occur on multiple occasions);
- d) changing a zone classification and refreshing any job posting. Refreshing is the process of deleting and re-posting the same or substantially similar job advertisement. In addition, Advertisers understand and agree that when an Advertiser posts ads on AASW via a bulk data import process, changing a job ad reference number also constitutes a new job ad. If an Advertiser is using a bulk data import process, the Advertiser must ensure that they understand the effect bulk data importing may have on renewing (refer to definition above) ads as AASW will count all new/additional job advertisements against the Advertiser's account and will invoice the Advertiser accordingly. Changes to job ad body copy and ad title or location, work type, industry and occupation categories within the existing zone do not constitute a new job ad, regardless of the method used to post the ad.
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21. Employers may access and use the information stored on the Jobseeker resume database solely for the purpose of identifying Jobseekers whose work preferences for location, work type, industry and occupation match the clients' current job advertisements with AASW. Advertisers must not use or forward a Jobseeker's resume without their permission.

22. Advertisers must ensure that advertisements posted to the Site are posted to the appropriate category of the Site and the onus is on Advertisers to ensure that they familiarise themselves with the advertising requirements of each available category on the Site to ensure appropriate placement of advertisements.

23. AASW reserves the right and Advertisers must accept as a condition of advertising on the Site, AASW's right to re-classify advertisements posted to the Site, entitling AASW to withdraw advertisements from one category of its Site and to re-publish advertisements in another category on the Site.

26. Advertisers must not release to the public any news release, advertising material, promotional material or any other form of publicity relating to AASW without AASW's prior written approval.

27. If any part of this agreement is held invalid that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable.

28. Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement.

29. This agreement is governed by the laws of the Australian Capital Territory. Advertisers irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory, and waive any objection to legal action being brought in those Courts on the grounds of venue or inconvenient forum.

## **Part B Jobseeker Terms of Use**

Jobseekers on [www.horizonemployment.com.au](http://www.horizonemployment.com.au) ("Site") identified as "Jobseekers" or "Jobseeker" agree to be bound by the following terms and conditions. These following terms and conditions do not apply to Locum advertisers except where they are responding to an advertisement as an ordinary Jobseeker.

1. AASW disclaims all liability for any loss, costs, or damages sustained directly or indirectly as a consequence of any Jobseeker relying on information sourced through the Horizon Career Centre Site.

2. Jobseekers acknowledge that AASW has no control over the quality, safety or standard of positions advertised on this site or the truth or accuracy of the information contained in the job notices.

3. AASW cannot and does not guarantee or warrant to Jobseekers that files available for downloading through the Site or delivered via electronic mail through the Site will be free of infection or viruses, worms, trojans or other code that manifest contaminating or destructive properties. Jobseekers are responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

4. AASW provides no warranty to Jobseekers that services generally available through the Site will be uninterrupted or error free. AASW agrees to use its reasonable endeavours to ensure that any disruptions to or a denial of access to the Site will be remedied as quickly as possible.

5. AASW will not be liable for any delay or failure to perform its obligations under this agreement if such a delay or failure is due to circumstances beyond its reasonable control.

6. At all times, Jobseekers will:

- a) deal with any information or products provided by AASW or accessed from the Site in a manner which abides by all applicable laws of Australia, or of any other relevant jurisdiction (including, without limitation, privacy and copyright laws);
- b) and not use any feature of the Site to send unsolicited email to Advertisers, whether individually or as a group;

7. Jobseekers agree that AASW retains all intellectual property rights contained in any of the goods and services provided to Advertisers by AASW.

8. Jobseekers acknowledge and agree that AASW acts as a medium through which individuals seek employment opportunities and a medium through which employers seek employees. AASW does not vet nor is it responsible for vetting Jobseekers or Advertisers or the representations (whether oral or in writing – including those representations appearing in Jobseekers resumes appearing on AASW's resume database) made by them. AASW disclaims all liability for any loss, costs, damages or loss of profits sustained directly or indirectly as a consequence of any Advertiser employing or engaging any person sourced through the AASW Site.

9. If any part of this agreement is held invalid that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable.

10. Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement.

11. This agreement is governed by the laws of the Australian Capital Territory. Jobseekers irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory, and waive any objection to legal action being brought in those Courts on the grounds of venue or inconvenient forum.