

Terms of Business

JobVacancyPortal.co.uk Ltd

t/a JVP Group

t/a JVP Jobs

t/a Jobs in North Wales

t/a Jobs in Zoos

t/a Jobs in Tourism

t/a Jobs in Chester



1. Definitions

In these terms of business the following words and phrases shall have the following meanings unless the context requires otherwise:-

“Account”	means the online registration by the Client with, or provision of Company and Vacancy details via another method to, JVP, in order to obtain the Services, the Applicant Tracking System and other supporting systems.
“ATS”	means the online Applicant Tracking System provided by JVP that enables a Client to administer and control Applicant responses to a Vacancy.
“Applicant”	means a person who has expressed an interest in a Vacancy posted by JVP, for or on behalf of the Client.
“Approved Job Advert”	means the final draft of an advert for a Vacancy as approved by the Client.
“Client”	means the person, company, firm or organisation which requests the Services.
“Data Protection Legislation”	means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.
“Fees”	the amount payable by the Client in respect of the Services.
“JVP”	means JobVacancyPortal.co.uk Ltd of 5 New Vision Business Park, Glascoed Rd, St Asaph, LL17 0LP, a company registered in England and Wales whose registration number is 08757080.
“Losses”	has the meaning given to it in clause 5.3.
“Order”	means a request by the Client to purchase any of the Services.

“Order Confirmation”	means an email acknowledgement by JVP that an Order has been received and accepted.
“Services”	means the recruitment services (as more fully particularised in Schedule 1) as requested by the Client in the applicable Order.
“Service Levels”	means the service levels and terms of service as set out in Schedule 1.
“Terms”	means these terms of business as amended or modified by JVP from time to time.
“Vacancy”	means the opportunity for engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; or any other engagement; directly or through a limited company of which the Applicant is an officer as more fully particularised in the applicable Approved Job Advert.
"Website"	means www.jvpgroup.co.uk , www.jvpjobs.co.uk , www.jobsinzoos.co.uk , www.jobsintourism.co.uk , www.jobsinchester.co.uk , and www.jobsinnorthwales.co.uk together with any sub-domains and micro sites and includes without limitation its content, databases, software, code and graphics.

2. Contract

- 2.1. These Terms govern the provision of the Services by JVP to the exclusion of all others.
- 2.2. These Terms constitute the contract between JVP and the Client and are deemed to be accepted by the Client on the occurrence of the earlier of: (i) written confirmation of the Client's acceptance of these Terms; (ii) submitting an Order; (iii) the issue of an Order Confirmation by JVP; (iv) payment of the Fees; or (v) approval of the draft Vacancy job advert by the Client.
- 2.3. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of JVP, these Terms prevail over any terms of business or purchase conditions put forward by the Client at any time.
- 2.4. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed in writing and signed by a director of JVP and the Client.

3. Services

- 3.1. In consideration of the payment by the Client of the applicable Fees, JVP agrees to provide the Services to the Client.
- 3.2. Save as expressly set out in these Terms, JVP excludes all conditions and warranties (express or implied, statutory or otherwise) to the fullest extent permitted in law.

4. Provision of the Services

- 4.1. JVP shall perform the Services using Vacancy information and criteria supplied by the Client.
- 4.2. JVP will use reasonable endeavours to provide the Services in accordance with the Service Levels, provided always that the Client complies fully with its obligations under these Terms.
- 4.3. Applicants' responses and/or applications will automatically be available on the ATS. The Client is responsible for verifying the information contained in Applicants' responses and JVP accepts no responsibility for the content of any such responses or applications. In particular, but without limitation, the Client is responsible for verifying an applicant's identity, eligibility to work, references, experience, training, qualifications and authorisations required by the Client, by law or by any relevant professional body for the Vacancy.
- 4.4. Once an Approved Job Advert has been posted online by JVP, no changes can be made. If any amendments are required by the Client, the Client must promptly inform JVP that the Approved Job Advert should be removed and will need to place a new Order in respect of the amended advert. The Client will indemnify and keep indemnified JVP against all claims, losses, liabilities, costs, damages, expenses or like loss incurred by or arising out of the removal of an Approved Job Advert.
- 4.5. JVP reserves the right in its sole and absolute discretion to reject any Order for Services.
- 4.6. JVP may, in its sole and absolute discretion, add to, modify or discontinue any of the Services from time to time. In the event that any such modification or deletion adversely affects any Order currently in progress then the Client will be refunded the applicable portion of Fees in respect of that Order.
- 4.7. The Client will be entitled to make use of Services which have been paid for in accordance with these Terms at any time from 12 months from the date of invoice. If unused during this period, the Services will automatically expire. The Client will not be entitled to any refund in respect Services paid for but unused.

5. The Vacancy

- 5.1. By approving a Job Advert, the Client is authorising JVP to post such advert online. In addition to the Website, the Approved Job Advert may also be posted to JVP's social media networks, and third-party job board websites selected at JVP's sole and absolute discretion. In the event that the Client requests that an Approved Job Advert is posted to a specific website, additional Fees may become payable.
- 5.2. The Client understands and accepts that the Vacancy can be viewed by anyone with internet access throughout the world.
- 5.3. The Client is responsible for the content of the Approved Job Advert and will indemnify JVP against any claim, loss, liability, expense and/or damage ("Losses") incurred by JVP in connection with or arising out of the content of the Approved Job Advert.
- 5.4. The Client shall provide the following information for incorporation into each advert:
 - 5.4.1. any qualifications and/or authorisations required by law or by any relevant professional body, or by the Client to be held by Applicants;
 - 5.4.2. if the rate of pay is included, the job description must also include the nature of the work, the location, minimum experience, training and/or qualifications required in order for an applicant to receive such rate of pay; and

- 5.4.3. sufficient details about the client and the Vacancy, including without limitation the Client's identity, the nature of its business, the nature of the role, the type of work to be performed, the commencement date, the likely duration, the hours of work, the location, the remuneration, and the intervals of payment and benefits.
- 5.5. Advertised vacancies will contain no email addresses or web links as a result of third party restrictions. An authorised logo for the relevant recruiting Company can be provided to JVP for display alongside the Approved Job Advert.
- 5.6. The Client understands that JVP cannot guarantee that an Approved Job Advert will result in the successful recruitment of an Applicant for the applicable Vacancy. No refund shall be payable in the event that any Vacancy is not successfully filled.

6. Payment and invoicing for the Services

- 6.1. All Fees must be paid in Sterling.
- 6.2. Payment must be made for Services in full and without deduction within seven (7) days of the date of JVP's invoice by one of the following methods only:
 - 6.2.1. by Standing Order or BACS payment to: JobVacancyPortal.co.uk Ltd - see invoice for bank details; or
 - 6.2.2. by cheque payable to: JobVacancyPortal.co.uk Ltd
- 6.3. Failure to pay any invoice in accordance with this clause 6 shall entitle JVP to suspend or cancel the provision of the Services (without prejudice to any other right JVP may have).
- 6.4. JVP also reserves the right to charge interest on overdue invoices, such interest to be calculated on a day-to-day basis on the amounts overdue at the rate of 8 per cent per annum above the base rate of the Bank of England as applying from time to time, to run from the due date for payment until receipt by JVP of the full amount (whether or not after judgment and without prejudice to any other right or remedy to which JVP may be entitled).
- 6.5. JVP reserves the right to change the Fees and/or these Terms from time to time, provided that no change shall take effect retrospectively.

7. Obligations of the Client

- 7.1. JVP operates outside the Employment Business Regulations 2003. The Client acknowledges it is their sole responsibility to take such action as they deem necessary to ensure an Applicant's suitability for engagement or employment in connection with the Vacancy.
- 7.2. The Client shall comply with the relevant Terms in respect of the Services as detailed in the Service Levels.
- 7.3. The Client agrees that JVP shall have no liability in respect of the acts or omissions of any Applicant and that the Client is solely responsible for the selection of Applicants and the offering of engagement or employment in connection with the Vacancy.
- 7.4. The Client will comply with all applicable laws, including without limitation: the Data Protection Act 1998, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Age) Regulations 2006, and the Data Protection Legislation.
- 7.5. The Client shall ensure that any information provided to JVP is accurate and up to date.
- 7.6. The Client undertakes not to approach an Applicant's current or former employers without the consent of the Applicant.
- 7.7. All and any subsequent dealings between the Client and any Applicant in connection with the Applicant's response to the Approved Job Advert are the responsibility of the Client, and JVP accepts no liability whatsoever arising out of or in connection with such dealings. The Client will indemnify and keep indemnified JVP against any Losses incurred by JVP in connection with this clause 7.
- 7.8. The Client undertakes not to submit for inclusion in any Vacancy, its profile, or anything to appear on the Website, any material which is illegal, defamatory, offensive, fraudulent, violent, discriminatory, obscene or sexually explicit.
- 7.9. The Client agrees to use Applicant data for the sole purpose of finding and selecting individuals to fill a Vacancy and for no other purpose whatsoever.

8. Use of JVP's Website and associated systems

- 8.1. The Client agrees to use the Website and the Services in 'good faith' i.e. to post authentic, impartial and unique jobs of reasonable quality, which provide both adequate and accurate job details. The Client acknowledges that any abuse of the Services, Website or these Terms may result in the Client's access to the Services being removed, and its account terminated.
- 8.2. All intellectual property rights existing in or arising out of or in connection with the Services and/or the Website are and shall remain vested in JVP or any third party from whom such rights are licenced. The Client shall not reproduce, copy, modify, adapt, publish, transmit, distribute or in any way commercially exploit any material which is subject to any such intellectual property rights unless expressly permitted by JVP in writing.
- 8.3. Any intellectual property rights in the contents of an Approved Job Advert which is provided by the Client are and shall remain the property of the Client.
- 8.4. JVP cannot guarantee that:
 - 8.4.1. the Website and/or the Services will be available at all times;
 - 8.4.2. the Website will be free from errors, viruses and/or other harmful applications; and
 - 8.4.3. the Services will generate any applications, responses or results.
- 8.5. JVP shall not be in breach of these Terms if events beyond its reasonable control prevent JVP from performing the Services.
- 8.6. It is the Client's responsibility to protect their computer(s) or device(s) against any viruses and malware.
- 8.7. The Website is also subject to the following terms and policies:
 - 8.7.1. Privacy Policy;
 - 8.7.2. Terms of Use; and
 - 8.7.3. Cookie Policy.

9. Client passwords, account security and data protection

- 9.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 9.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and JVP is the data processor (where "data controller" and "data processor" have the meanings given to them in the Data Protection Legislation). Clause 9.7 sets out the scope, nature and purpose of processing by JVP, the duration of the processing and the types of personal data and categories of data subject (where "personal data" and "data subject" have the meanings given to them in the Data Protection Legislation).
- 9.3. Without prejudice to the generality of clause 9.1, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of personal data to JVP for the duration and purposes of these Terms.
- 9.4. Without prejudice to the generality of clause 9.1, JVP shall, in relation to any personal data processed in connection with the performance by JVP of its obligations under this agreement:
 - 9.4.1. process personal data transferred to it by the Client pursuant to these Terms only on the written instructions of the Client unless JVP is required by the laws of any member of the European Union or by the laws of the European Union applicable to JVP to process such personal data other than in accordance with such written instructions ("Applicable Laws"). Where JVP is relying on Applicable Laws as the basis for processing the personal data, JVP shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit JVP from doing so;
 - 9.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data transferred to it by the Client pursuant to these Terms and against accidental loss or destruction of, or damage to, such personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its

- systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 9.4.3. ensure that all personnel who have access to and/or process personal data transferred to it by the Client pursuant to these Terms are obliged to keep the personal data confidential; and
 - 9.4.4. not transfer any personal data transferred to it by the Client pursuant to these Terms outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 9.4.4.1. the Client or JVP has provided appropriate safeguards in relation to the transfer;
 - 9.4.4.2. the data subject has enforceable rights and effective legal remedies;
 - 9.4.4.3. JVP complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 9.4.4.4. JVP complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
 - 9.4.5. assist the Client, at the Client's cost, in responding to any request from a data subject relating to personal data transferred to JVP by the Client pursuant to these Terms, and in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 9.4.6. notify the Client without undue delay on becoming aware of a breach relating to personal data transferred to it by the Client pursuant to these Terms;
 - 9.4.7. at the written direction of the Client, delete or return personal data transferred to it by the Client pursuant to these Terms (and any copies thereof) to the Client on termination of this agreement unless required by Applicable Law to store such personal data; and
 - 9.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and allow for audits by the Client or the Client's designated auditor, and grant access to the Client or the Client's designated auditor to JVP's data processing facilities for the purpose of conducting such audits.
- 9.5. The Client consents to JVP appointing third party processors as sub processors ("Sub Processor") of personal data transferred to it by the Client pursuant to these Terms. JVP confirms that it has entered or (as the case may be) will enter with any Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 9. As between the Client and JVP, JVP shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.5. JVP will provide the Client with not less than 30 days' written notice prior to removing or replacing a Sub-Processor, or terminating, amending, varying or altering any of the terms of the agreement with a Sub-Processor. If the Client objects to such changes, the Client shall be entitled to terminate this agreement on 14 days' written notice.
- 9.6. Either party may, at any time on not less than 30 days' written notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 9.7. Pursuant to clause 9.2 the scope, nature and purpose of processing of personal data by JVP, the duration of the processing and the types of personal data and categories of data subject under these Terms are as follows:
- 9.7.1. the nature and subject matter of data processing is the performance of the Services as set out in these Terms;
 - 9.7.2. the duration of processing is the duration or term of these Terms and/or this agreement;
 - 9.7.3. the personal data categories are: name, gender, address and contact details, date of birth, nationality, employment status and employment

- history; and
- 9.7.4. the categories of data subject are Applicants.
- 9.8. The Client agrees and understands that they are responsible for maintaining the confidentiality of passwords associated with any account they use to access the Services.
- 9.9. The Client will be solely responsible to JVP for all activities that occur under their account.
- 9.10. If the Client becomes aware of any unauthorised use of their password or their account, they must notify JVP immediately by email using support@jvpgroup.co.uk

10. Other content

- 10.1. The Services and Website may include links to other websites or content or resources. JVP has no control over job boards where an Approved Job Advert is placed. The Client accepts that JVP is not responsible for any websites or resources which are provided by companies or persons other than JVP.
- 10.2. The Client acknowledges and agrees that JVP is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.
- 10.3. The Client acknowledges and agrees that JVP is not liable for any loss or damage which may be incurred by the Client as a result of the availability of those external sites or resources, or as a result of any reliance placed by the Client on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

11. Termination

- 11.1. Without prejudice to any other remedy it may have, JVP may terminate the Client's account and any or all contracts and Services with immediate effect in the event of material or persistent breach of these Terms by the Client.
- 11.2. JVP reserves the right in its sole and absolute discretion to close any Account at any time without reason if it believes the Client has breached any of these Terms. Examples of Accounts that may be closed include, but are not limited to those of Clients:
- 11.2.1. who have not provided full or accurate contact or company information;
- 11.2.2. that JVP considers to be acting inappropriately or illegally;
- 11.2.3. that use the Website to advertise websites, services, businesses and/or business opportunities in any part of the job Vacancy or on any part of the site; and/or
- 11.2.4. who default on payment.

12. Entire Agreement

- 12.1. These Terms and, where appropriate, the Order Confirmation contain the entire agreement and understanding between JVP and the Client. The Client acknowledges that it has not relied on any representation made by JVP in entering this contract, however, nothing in this clause shall exclude any liability for fraudulent misrepresentation. To the fullest extent permitted by law, all terms implied by law or statute are excluded.
- 12.2. In the event that the Client makes a claim against JVP for whatever reason, JVP's liability (if any) shall not exceed the price paid or to be paid by the Client for the Services. Under no circumstances shall JVP be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect). Nothing in these Terms shall be construed to exclude either party's liability for death or personal injury by negligence or any other liability which cannot by law be excluded.
- 12.3. If any clause or part of a clause is held to be invalid or unenforceable, this will not affect the validity or enforceability of the remaining clauses or parts.

13. Notices

- 13.1. Notices to JVP shall be sent by email to support@jvpgroup.co.uk and notices to the Client shall be sent by email to the address supplied on set up of the Client's account.

14. Law

- 14.1. The Terms shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – Service Levels

SERVICE	Service Level and Time Frame	Terms
Employer Branded Advert Writing	Job Advert for the Vacancy is drafted and sent by email for Client approval within 6 working hours of the receipt of the full Vacancy and company information required for the advert content.	An Approved Job Advert must be confirmed by the Client before it is posted online. JVP shall perform the Services using Employer and Vacancy information and criteria supplied by the Client.
Job Board Vacancy Advertising	Within 4 working hours of receipt of the Approved Job Advert, the ad is posted onto JVP's relevant Websites, and where applicable as part of the purchased job advertising package, onto relevant leading, specialist, and regional third-party job boards, to remain live for 6 weeks.	Once an Approved Job Advert has been posted online by JVP, amendments can only be made with the purchase of a new Job Advert Credit.
Social Media Job Marketing	Throughout the 6 week advertising campaign, the Vacancy is promoted on LinkedIn, Facebook and Twitter and includes the use of the Client's employer branded visuals alongside job post content.	
Talent Sourcing	Within 48 working hours of confirmation of an Approved Job Advert, JVP undertake a thorough, targeted search on LinkedIn to identify relevant individuals and reach out via LinkedIn message to raise awareness of the Job Advert and encourage referrals. All responses are managed by JVP.	
Advert Distribution to Third Parties	Where appropriate JVP will distribute approved adverts to colleges, universities and third-party organisations within 48 working hours of receipt of the Approved Advert.	No guarantee can be given by JVP that these third-party organisations will publish/distribute the advert.
Applicant Tracking System Access	<p>JVP will provide the Client with access to the Applicant Tracking System to enable direct management of job applications arising from the Approved Job Advert. The Client has ongoing access to the ATS beyond the end of the 6 week advertising campaign.</p> <p>When communicating with an Applicant via the Applicant Tracking System, emails sent by the Client will be presented as being sent from the Client's own company email address, this ensures that responses to these emails go straight to the Client's own mailbox.</p> <p>Copies of emails sent by the Client via our Applicant Tracking System are stored within the Applicant correspondence area providing a full audit trail.</p> <p>To ensure compliance with GDPR, all Applicant data and communications are deleted after 6 months of the job application date, unless the Client has notified JVP in writing of an alternative preferred data deletion period in line with the Client's Applicant Privacy Notice.</p>	<p>The Client is responsible for verifying the information contained in applicants' responses and JVP accepts no responsibility for the content of any such applications.</p> <p>In particular, but without limitation, the Client is responsible for verifying the applicant's identity, eligibility to work, references, experience, training, qualifications and authorisations required by the Client, by law or by any relevant professional body for the Vacancy.</p>

Skills and Knowledge Testing	JVP will administer a tailored suite of Vacancy specific online Skills and Knowledge Tests agreed with the Client from the available comprehensive portfolio. Upon receipt of completed assessments, the Client is provided with detailed testing results via email, batched and sent at the Clients preference of frequency. The Client, via the ATS, can select applicants to request to undertake online assessments, and JVP will automatically administer accordingly within 24 working hours.	
Psychometric Testing Services	Personality profiling and cognitive ability tests administered on behalf of the Client, with Applicant detailed reports forwarded to the Client upon completion.	Client should NOT rely on results for decision making, to be used as a discussion aid with the Applicant.
Managed Recruitment Campaigns	Time saving service filtering applications, or application filtering with telephone interviews to gather information on behalf of the Client.	JVP does NOT introduce Applicants – the Client has access to all applications on the ATS to enable own hiring decisions.
Employer Brand Promotion	Drafting of news articles to be distributed to local press and specialist industry publications as appropriate.	PR always approved by the Client prior to external distribution.
Offline Recruitment Advertising	Provision of copy and layout design for specialist publications, newspapers, and recruitment posters.	Client approval required prior to distribution.
Website Careers Page Development and Hosting	Design, development and hosting of a job search function that sits alongside the Clients existing website - enabling JVP to publish vacancies to the site with applications submitted directly into the JVP ATS.	All content, layout and functionality to be approved by Client prior to 'Live' status. Guarantees cannot be given to any web server up time. Any changes made to the design or functionality of the Careers Page, once Client approval has been given and the page is live, will result in additional Fees.