

TERMS AND CONDITIONS

For Prospective Employees / Website

TIMPANY WALTON
TIMARU

Terms

1. Agreement

- 1.1 These Terms and Conditions apply to your use of this site. Before you use this site it is important that you read and understand them. By accessing this site you are deemed to have agreed to them and understand their effect.

2. Interpretation

- 2.1 These Terms and Conditions are entered into on behalf of and are intended to bind and be for the benefit of (the "Company"), its directors, employees and agents.
- 2.2 "CV" means any Curriculum Vitae you provide to the Company.
- 2.3 "Services" means all services performed by the Company for you whether on this site or at any other time.
- 2.4 "Site" means this website where the Company provides various services.
- 2.5 "Terms and Conditions" means these terms and conditions that form the contract between the Company and you.

3. Job Vacancies

- 3.1 The Company makes no guarantee, express or implied, that job vacancies will be available for you or that you will be placed in employment.

4. Security and Use of Your Personal Information

- 4.1 While all practical measures are made to ensure the security of your personal information, the Company does not make a guarantee that your personal information will not be intercepted "in transit" to, or from, this site, or that it may never be illegally viewed by third parties as a result of hacking or any other form of security breach. In placing your CV and personal information on the Company's system, you release the Company from any liability for the security of your personal information submitted in any electronic transactions to or from the Company's web site.

5. Accuracy of Information

- 5.1 The information you send us must be accurate and not breach copyrights, trademarks or other intellectual property rights, contravene law including competition law or any other applicable provisions, official regulations, the rights of third parties in general or good morals (described collectively as "Illegal Content"). You undertake to indemnify the Company against all claims made against us as a consequence of any failure by you to prevent Illegal Content appearing in any information you provide.

6. Liability

- 6.1 Any liability of the Company, whether in contract, tort (including negligence), equity, under any statute or regulation, or otherwise, for any loss, damage or injury directly or indirectly arising from any performance or non-performance of the Services by the Company, or any other breach by the Company under this contract however arising is expressly excluded.

6.2 Any liability of the Company whatsoever for consequential, exemplary or special damages or loss arising from the performance or non-performance of the Services is expressly excluded.

6.3 To the greatest extent permitted by law, the Company excludes any warranty or liability for the accuracy, completeness, usefulness, reliability or timelessness of information published on this site, and for the consequences of any actions or decisions taken on the basis of the information provided.

7. **Consumer Guarantees Act 1993 (“CGA”)**

7.1 Where these terms and conditions would not otherwise be subject to the CGA you agree that you are acquiring the Services for business purposes and that the CGA does not apply to the supply of Services to you.

7.2 If you are a consumer as that term is defined in section 2 of the CGS and you have not contracted out of the CGA under subsection 1 of this clause, nothing in these terms and conditions will limit any rights you may have under the CGA.

8. **Indemnity**

8.1 You indemnify the Company against any claim, loss or damage the Company may suffer arising directly or indirectly out of the breach or non-observance of any obligation imposed on you under the contract or from accessing this site.

9. **Waiver**

9.1 No failure, delay or partial exercise by the Company in respect of any of its rights, powers and remedies under this contract operates as a waiver nor is any waiver in respect of any breach deemed to be a waiver of any other breach.

10. **Force majeure**

10.1 The Company is not liable for any delay in delivery of the Services or any failure to perform any other obligation caused or contributed by any circumstances beyond its reasonable control including acts of God, labour disputes, severe economic dislocation, failure of the World Wide Web or any constituent parts of it, failure of suppliers, war, terrorism, strike, lock-outs, fire, earthquake or failure on your part or for any other reason.

11. **Intellectual Property**

11.1 All intellectual property rights including (but not limited to) trade marks, patent rights, registered designs, copyright, and all drawings, specifications and any other technical information, arising out of performance of the services by the Company are the property of the Company.

12. **Law and Jurisdiction**

12.1 This agreement shall in all respects be deemed to be an agreement made in New Zealand and the construction, validity and performance of this agreement shall be governed by New Zealand law. The exclusive jurisdiction of the New Zealand Courts to entertain all claims and actions arising out of this Agreement is accepted and acknowledged by you.

13. Privacy Policy

- 13.1 The Company is committed to protecting your privacy. We recognise that your personal information is confidential and we understand that it is important for you to know how we treat your personal information.
- 13.2 The Company may use the information it collects from you for the following purposes:
- To assist us in providing you with a quality service. This includes all services outlined on this site.
 - To respond to, and process, your request(s).
 - For the general provision of Curriculum Vitae and job information applicable to you to various potential employers or people who pay to us our service.
- 13.3 The Company does not share, or display any of the information submitted to the Company's web site for any purposes other than the disclosure to potential employers or recruiters for recruitment processes. Your contact information will not be sold to third parties for any use, at any time.
- 13.4 If you send us an email, we will store your email address and the contents of the email. This information will only be used for the purpose for which you have provided it. Electronic mail submitted to the Company is handled and saved according to the provisions of the New Zealand Privacy Act 1993.
- 13.5 Your email address will not be used for unsolicited email. However, you may at certain times receive email messages related to the Company and its business and you may be contacted by an employer or recruiter without intervention from the Company. By registering on our site you accept this as a condition of your registration.
- 13.6 The Company does monitor this website in order to identify user trends so that we can improve the site if necessary. Any of this information will be used only in aggregate form and your individual details will not be identified.
- 13.7 At any stage you have the right to access and amend or update your personal details. If you do not want to receive any communications from us you may opt out by contacting us via this email address [insert address].
- 13.8 If we change any aspect of our Privacy Policy we will post these changes on this page so that you are always aware of how we are treating your personal information. We welcome any questions or comments you may have. Please feel free to contact us by email at [email address].