

# **ANU Careers Central- Terms and Conditions for Organisations**

## About Us

# 1. About Us

Career Central is operated by ANU Careers and Employability ("ANU Careers", "we" or "our"). ANU is a university located in Canberra, Australia, established under the Australian National University Act 1991.

# 2. Changes to These Terms

We reserve the right to change these Terms at any time, and we encourage you to revisit these Terms periodically to ensure that you are always fully aware of them. Any changes are effective immediately upon posting to the Career Central platform. Your continued use of Career Central constitutes your agreement to all such Terms.

# 3. Registration and 'Services'

Through Career Central, we provide an online vacancies board where recruiters can post advertisements for available positions and receive responses from interested candidates. Recruiters and organisations can also register for upcoming events. <u>Terms and Conditions related to Events can be found here</u>

# For the Terms and Conditions related to ANU Careers and Employability events, please see this document.

The use of the Services by recruiters is only available to holders of valid "Employer Accounts." To obtain an Employer Account, please register online at ANU Career Central.

Whether or not we accept your application for an Employer Account is entirely at our discretion. If we do accept your application, you will be required to select a password. You must treat your username and password as confidential and must not disclose them to any third party. If you know or suspect that your username and/or password have become known to any third party, you must inform us immediately.

# 4. Posting a Job

Please refer to ANU Career Central - Job Posting Terms and Conditions

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First Floor, Haydon-Allen Building,

22 University Avenue Acton, ACT 2601

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# 5. Material that You Submit to ANU Career Central

By using the Services, you automatically grant us a royalty-free, worldwide, perpetual, and non-exclusive licence to use, copy, distribute, publish, syndicate, sub-license, transmit, display, edit, make available on ANU Career Central, and otherwise deal with any material you provide through your use of the Services as necessary to provide the Services.

5.1. You agree that we may (at our discretion) disclose your identity to any third party who claims that material you submitted to ANU Career Central is defamatory, in breach of confidence, in breach of intellectual property rights (including copyright), in breach of any warranties set out in section 5.2. below, or otherwise in breach of or violating any applicable law, regulation, or code.

5.2. You warrant that any material you submit through your use of the Services is not obscene, threatening, menacing, offensive, defamatory, abusive, likely to cause annoyance or inconvenience, in breach of confidence, in breach of intellectual property rights (including copyright), or in violation of any applicable law, regulation, or code.

5.3. You warrant that where you use the Services to submit material (including advertisements for employment positions) or otherwise act on behalf of an agency or third party, you are expressly authorised to do so. You acknowledge that you are primarily liable for such material and for ensuring compliance with these Terms.

5.4. You acknowledge that any breach of the warranties set out in sections 5.2. and 5.3 may cause us damage or loss. You agree to indemnify us fully and permanently on demand against any third-party liabilities, claims, costs, loss, or damage we incur (including, without limitation, direct, indirect, punitive, or consequential loss or damages, loss of profit, loss of opportunity, loss of data, costs, fines, and/or any special or incidental damages of any kind) as a result of any such breach.

5.5. While you acknowledge that we do not necessarily pre-screen any material you submit to ANU
Career Central, whether through your use of the Services or otherwise, we reserve the right to remove, at any time and without prior notice or liability to you, any material you have submitted.
5.6. We reserve the right to remove any advertisements that do not comply with legal requirements.

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# 6. Termination, Suspension, and Removal of Content

6.1.ANU Careers and Employability reserves the right not to advertise or to terminate vacancies for employment that it deems might be liable to bring the University into disrepute.

6.2.ANU Careers and Employability reserves the right not to advertise or to terminate vacancies it considers unsuitable for students and to refuse to advertise further vacancies from any company that breaches this code.

6.3.ANU Careers and Employability reserves the right not to advertise or to terminate vacancies that do not comply with any of the conditions set out in section 5 and to refuse to advertise further vacancies from any company that breaches this code.

6.4.At any time, and without giving you advance notice, we may permanently or temporarily, and for any reason:

6.4.1.Terminate, suspend, or deny your access to ANU Careers and Employability (whether in whole or in part); and/or

6.4.2.Terminate, suspend, or deny your access to the Services (whether in whole or in part) and/or your logon or password referred to in Section 3 above; and/or

6.4.3.Cancel, terminate, suspend, or deny your access to your Employer Account; and/or6.4.4. Remove or edit any Content (including any material you submit) on ANU Careers and Employability at any time. In such circumstances, all liability of ANU Careers and Employability, its directors, employees, or other representatives for any loss whatsoever arising from our removing or editing Content and/or your limited use of, or inability to use, ANU Careers and Employability (either in whole or in part), the Services, your Employer Account, and/or your logon or password is excluded, insofar as it is possible to do so in law.

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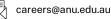
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# **ANU CAREERS & EMPLOYABILITY**



# 7. Indemnity

You will indemnify and will keep indemnified ANU Careers and Employability and its data providers and affiliates on demand against all claims, costs, proceedings, demands, losses, damages, expenses (including legal expenses), or liability whatsoever arising directly or indirectly as a result of:

7.1. Any breach of these Terms by you; or

7.2.Your access to and/or use of ANU Careers and Employability and/or Services; or

7.3.Your fault, negligence, or breach of statutory duty; or

7.4. Your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure (whether owned by, leased, or licensed to us) or that of any of our Suppliers.

# 8. Assignment

8.1. You may not assign, transfer, sublet, lease, sub-license, or delegate all or any of your rights or obligations in respect of ANU Careers and Employability and/or the Services without our prior written consent. In particular, but without limitation, you must not allow a third party to access and/or use the Services using your logon and password (or otherwise as a result of your Employer Account) without our prior written consent.

8.2.ANU Careers and Employability may freely assign, transfer, sublet, lease, sub-license, or delegate all or any of its rights or obligations in respect of ANU Careers and Employability and/or the Services (in whole or in part) to any third party at any time.

# 9. General

9.1. Any contractual or legal relationship between you and ANU Careers and Employability will be concluded in English.

9.2. These Terms (together with any variations to them pursuant to Section 2) form the entire agreement between the parties concerning your access to, browsing, and/or use of ANU Careers and Employability and the Services and supersede all prior agreements, arrangements, understandings, and representations made between us (whether written or oral) concerning ANU Careers and Employability and/or the Services.

9.3 Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between us or to authorise either of us to act as an agent

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for the other, and neither of us shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

9.4. If the whole or any part of any provision of these Terms is or becomes invalid, void, or unenforceable for any reason, the same shall to the extent required be severed from these Terms and rendered ineffective so far as is possible without modifying the remaining provisions of these Terms and shall in no way affect the validity or enforceability of any other provisions.

9.5. No waiver by ANU Careers and Employability of any breach of these Terms shall constitute a waiver of any other prior or subsequent breach, and ANU Careers and Employability shall not be affected by any delay, failure, or omission to enforce or express forbearance granted in respect of any of your obligations.

9.6. The rights and remedies of ANU Careers and Employability under these Terms are independent, cumulative, and without prejudice to its rights under the law.

9.7. These Terms are not intended to create and shall not create any rights, entitlements, claims, or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

9.8. These Terms and/or your use of ANU Careers and Employability and/or the Services shall be governed by and construed in accordance with Australian law, and the Australian Courts shall have exclusive jurisdiction over any dispute which may arise.

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