



Terms and conditions of use of Universal Jobmatch – Companies/recruiters accessing Universal through Jobcentre Plus Managed Account Service

1. Information

- 1.1 Universal Jobmatch (referred to throughout as 'the Site') is managed by Monster Worldwide Ltd on behalf of the Department for Work and Pensions (DWP).
- 1.2 The purpose of this Site and service includes being a venue for:
 - 1.2.1 Employers to post jobs and search for and evaluate job candidates;
 - 1.2.2 Jobseekers to post CVs and Profiles and to search for and evaluate jobs.
- 1.3 In this document, "Our", "Us" or "We" means Monster Worldwide Ltd and/ or DWP.

2. Your obligations

- 2.1 You agree that jobs you advertise on this Site through Jobcentre Plus Managed Account Service will:
 - 2.1.1 provide a full, clear and accurate job description, which is clearly understandable to jobseekers, of an actual job or work opportunity;
 - 2.1.2 provide a rate of pay equal to, or more than the national minimum wage, unless a lawful exemption applies;
 - 2.1.3 advertise only jobs that are lawful, including ensuring that they meet Equality Act 2010, health and safety legislation, Working Time Regulations 1998 and Sunday Trading Act 1994 requirements, as amended or replaced from time to time;
 - 2.1.4 be available to jobseekers on an open and fair basis;
 - 2.1.5 give details when a job is being advertised on behalf of another employer (e.g. recruitment agency or job board) and where a contract is in place with the end employer.
 - 2.1.6 not be duplicate jobs
 - 2.1.7 clearly state if the job is for homeworking. The successful applicant must not incur any costs in order to carry out the work.
 - 2.1.8 not use 0871, 0872, 0873 telephone numbers where the call duration exceeds 5 minutes.
- 2.2 You agree not to include the following in a job posting notified through Jobcentre Plus Managed Account Service:
 - 2.2.1 premium rate or mobile phone numbers, unless we have specifically given permission;
 - 2.2.2 income generating phone numbers (070 and 090 prefixes);
 - 2.2.3 material or links to material that takes advantage of people in a sexual, violent or other manner, or solicits personal information from anyone under 16;
 - 2.2.4 requests for job seekers to use their own personal auction listing account(s) for placing jobs through this service, for auction listers.
- 2.3 You agree not to advertise the following types of jobs on this Site as notified through Jobcentre Plus Managed Account Service:
 - 2.3.1 jobs for sexual services or seeking employees for jobs of a sexual nature. Any jobs placed within the adult entertainment industry must only be for the purposes of :
 - (i) selling, manufacturing and distributing of adult entertainment products
 - (ii) Ancillary staff e.g. cleaners and bar staff.

All acceptable jobs in the adult entertainment industry must display the age requirement of 18 or over;

- 2.3.2 jobs for franchise, pyramid scheme, “club membership”, distributorship, or multi-level marketing opportunities, or sales representative agency arrangements;
- 2.3.3 any business opportunity that requires an up front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- 2.3.4 any business opportunity that pays commission only, unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the jobseeker would be selling. There must also be an assurance that the business opportunity will achieve a wage equivalent to the national minimum wage;
- 2.3.5 jobs that endorse a particular political party, political agenda, political position or issue;
- 2.3.6 jobs that promote a particular religion;
- 2.3.7 jobs that involve fundraising without giving the registration number of the charity, unless the employer has a valid exemption;
- 2.3.8 jobs that are specifically intended to provide cover for workers involved in an official trade union dispute;
- 2.3.9 jobs that involve community/voluntary/foster caring activities which do not pay the minimum wage. Jobs which offer allowances or expenses must not be advertised through this service;
- 2.3.10 jobs which ask for a financial commitment as a requirement of the application process. If any costs are to be incurred by the successful applicant this must be clearly stated (for a CRB check etc);
- 2.3.11 jobs which involve a trial or probationary period without pay, unless agreed with Jobcentre Plus.
- 2.3.12 jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, or government contract;
- 2.3.13 jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;
- 2.3.14 Except where allowed by applicable law, post jobs which require the applicant to provide information about their
 - (i) racial or ethnic origin
 - (ii) political beliefs
 - (iii) philosophical or religious beliefs
 - (iv) membership of a trade union
 - (v) physical or mental health
 - (vi) sexual life
 - (vii) criminal offences or pending proceedings (subject to the Rehabilitation of Offenders Act)
 - (viii) gender
 - (ix) age
- 2.4 You agree that CVs sent to you:
 - 2.4.1 will be used and handled in accordance with privacy and data protection laws;
 - 2.4.2 will not be used for any purpose other than as a way for you to identify potential employees or workers.
- 2.5 You agree not to contact jobseekers unless it is about a job and they have indicated that they are willing to be contacted. You agree to only contact them in the manner that they have specified they wish to be contacted.
- 2.6 You agree that you will carry out all necessary pre-employment checks required for jobs involving working with vulnerable people or groups. The safeguarding Vulnerable Groups Act 2006 (and its equivalent in Scotland) provides details of the requirements.

- 2.7 Personal information should only be collected from jobseekers where there is a legitimate reason to do so. This type of information includes (a) National Insurance Number; (b) Passport details; (c) Bank Account details; (d) evidence showing entitlement to work in the UK.
- 2.8 You agree that if you are acting as a Gangmaster you must be registered with the Gangmaster Licensing Authority and have a current licence in place before placing any jobs on the service.
- 2.9 We are asked to pay damages because we have advertised your posting or because of the way you have managed your account on the Site you agree to pay those damages back to Us.
- 2.10 We may limit the amount of information (including CV views) that may be accessed by you in any given time period.
- 2.11 When your account is closed all of the information in it, including saved CVs, network contacts and email mailing lists may be marked as deleted by Us and removed from Our databases. Information may continue to be available for some period of time because of delays in processing the closure.
- 2.12 You shall take appropriate physical, technical and administrative measures to protect the data You have obtained from loss, misuse, unauthorised access, disclosure, alteration or destruction.

3. Your rights

- 3.1 In these Terms and Conditions the “Contents” means designs, text, graphics, images, video, information, logos, button icons, software, audio files and other content. Subject to clauses 3.1.1 and 3.1.2., we give you permission to access and use the sites and Contents and to download and print the Contents available on or from the site solely for your personal and non-commercial use.
 - 3.1.1 The Contents of the site are protected under copyright, trademark and other laws. Unauthorised use of the Contents may be in breach of these laws and is strictly prohibited.
 - 3.1.2 You may not use any of the Contents on any other website or in a networked computer environment, which includes (but is not limited to) uploading or republishing the Contents on any Internet, Intranet or Extranet site or incorporating the Contents in any other database. Nothing in these Terms and Conditions shall be interpreted as giving any licence to intellectual property rights. This licence may be withdrawn by Us at any time without notice.

4. Our obligations

- 4.1 Subject to the following provisions in clause 4.2, We will do our best to make sure that content on this Site is correct and up to date. If we have missed out any information or any mistakes are identified We will correct it as soon as possible.
- 4.2 We cannot guarantee the availability or accuracy of data and information in the following cases:
 - 4.2.1 on any linked website and We are not responsible for the results of you using the information or services on linked websites;
 - 4.2.2 that the links to any linked websites will work all of the time;
 - 4.2.3 of any particular service either provided by Us or by another government department, agency or authority.
- 4.3 In the interests of all the people that use the Site we will co-operate with investigations by any law enforcement agency or relevant authority where they are investigating suspected criminal activity or violation of computer systems or networks.
- 4.4 We, Our suppliers and Our employees will not pay damages for any loss that you may suffer because:
 - 4.4.1 of any failure by Us to comply with these Terms and Conditions, where it is because of circumstances out of our reasonable control;

- 4.4.2 of a withdrawal of this service;
- 4.4.3 you have used, or relied on the accuracy of, the information on Our service.
- 4.5 We deny any responsibility for any postings or transmissions on this service which are unlawful, defamatory, obscene, offensive or scandalous, or any material that constitutes or encourages, or is likely to encourage conduct that breaches the law in any way.
- 4.6 We will not be contractually bound by any of your actions or statements.
- 4.7 If you make a complaint We will follow our standard complaints procedures in respect of job advertising.

5. Our rights

- 5.1 We may make changes to these Terms and Conditions at any time. If We decide to change the content of these Terms and Conditions, You will be asked to accept the new Terms and Conditions the next time you visit the Site.
- 5.2 We may remove the service at any time without notice.
- 5.3 If you breach the Terms and Conditions We may, without notice:
 - 5.3.1 remove your details from the Site and/ or stop you from using the Site;
 - 5.3.2 edit your details held on the Site.
- 5.4 Where We do not pursue any rights available to us under these Terms and Conditions on any occasion, this does not mean that We will not pursue those rights in the future.

6. Data protection

- 6.1 Information you provide to Us may be passed to relevant service providers, including government departments, agencies or authorities, for example in order to respond to any query you have made with Us or process any application you may have made. Your information will be managed in accordance with the law, including the Data Protection Act 1998. For further information please read Our Privacy Policy.
- 6.2 We will comply with our legal obligations to keep your information safe and secure, but we cannot guarantee the absolute safety of any information that you send to us. This means that you send Us information at your own risk. We will not pay you any damages to cover any loss that has resulted from someone accessing the service without permission or making changes to information on the Site, except for where Our employees or agents are at fault.

7. General

- 7.1 This service and the use of it are governed by English Law. The English Court system shall have exclusive authority over any disputes connected to or arising out of the use of this service.
- 7.2 If you use information or services provided on the Site from outside the UK, you do so at your own risk and you are responsible for checking local laws and not doing anything to break them.