

terms & conditions

Use of the peoplefusion Limited peoplefusion website is governed by the following Terms and Conditions, the Privacy Policy and all notices and disclaimers appearing on such websites from time to time ("Terms"):

By using our site you agree to be bound by the Terms.

A. Advertisers

Before an advertisement can be placed on peoplefusion an advertiser account needs to be created. In registering with peoplefusion to create an advertiser account, the applicant agrees to the following terms and conditions which apply (an "Advertiser"):

1. Advertiser Account can be casual (payment before the advertisement is released to the site), or an account can be a credit account with terms. (Commercial Credit Account).
2. Commercial Credit Accounts need to be approved by peoplefusion before placing adverts. In order to have a permanent advertiser account the advertiser must place more than the required adverts per month.
3. Invoices must be paid within as per the terms agreed.
4. Advertisements posted by the Advertiser on peoplefusion are current for a period of 30 days.
5. Current advertising rates and other fees and charges can be accessed at Pricing. All rates are in Australian dollars and are exclusive of goods and services tax.
6. All advertisers must comply with the Australian Competition and Consumer Commission (ACCC) guide 'Misleading job and business opportunity adverts: how to handle them'. This publication can be accessed at <http://www.accc.gov.au/content/index.phtml/itemId/715525>
7. The Advertiser is responsible for proof reading and checking advertisements to be placed. The Advertiser acknowledges and agrees that peoplefusion may reject, remove or suspend advertisements at any time should it so wish.
8. peoplefusion has the right to charge interest on any overdue invoice at the rate of 1.5% per calendar month, calculated daily on each day such invoice remains overdue. peoplefusion may also disable the Advertiser's account, or remove the Advertiser's listings until such time as the overdue invoice and all applicable interest is paid.
9. The Advertiser warrants that the advertisement submitted by the Advertiser for publication and the advertisement as published (in either case, the "Advertisement"):

1. Is genuine position as described in the Advertisement and that this is the sole purpose of the Advertisement;
 2. Is not misleading or deceptive to potential candidates or other persons. In particular, the Advertiser warrants that the Advertisement and the Advertiser's conduct in connection with the Advertisement is not liable to mislead persons seeking the employment as to the availability, nature, terms or conditions of, or any other matter relating to, the employment;
 3. Does not contravene applicable anti-discrimination laws: including, without limitation,
 - the Age Discrimination Act 2004 (Cth)
 - the Disability Discrimination Act 1992 (Cth)
 - the Racial Discrimination Act 1975 (Cth)
 - the Sex Discrimination Act 1984 (Cth)
 - the Discrimination Act 1991 (ACT)
 - the Anti-Discrimination Act 1977 (NSW)
 - the Anti-Discrimination Act 1996 (NT)
 - the Equal Opportunity Act 1984 (SA)
 - the Anti-Discrimination Act 1998 (TAS)
 - the Equal Opportunity Act 1995 (VIC)
 - the Equal Opportunity Act 1984 (WA) ("Anti-Discrimination Laws");
 4. does not contain any material that could reasonably be considered to be defamatory or offensive;
10. The Advertiser warrants that it will not use any information obtained from any candidates for the purpose other than the assessment of the persons' suitability for the role being advertised. The advertiser will comply with the Spam Act 2003 (Cth) and the Privacy Act 1988 (Cth) and applicable regulations under such legislation and the National Privacy Principles.
11. The Advertiser indemnifies peoplefusion from any claim, loss or liability arising (whether directly or indirectly) in connection with the Advertisement or from breach of any warranty given by the Advertiser under the Terms of Use.
12. The Advertiser must take all reasonable care in guarding against unauthorised use of its user name and password. peoplefusion is not responsible for any unauthorised access to Advertiser accounts through failure of the Advertiser to take such reasonable care.
13. The Advertiser acknowledges and agrees that by submitting an application to open an account with peoplefusion, the Advertiser authorises peoplefusion to obtain information on credit history.
14. If the Company permits you to advertise on the Site you grant the Company an irrevocable, permanent and royalty free licence to use any advertisement that has been submitted by you for placement on the Site or any other third-party website deemed reasonable by the Company for the express purpose of generating user views and applications. You may not and must not allow or permit other parties on your behalf to copy advertisements, or to undertake site scraping or other similar activities unless you have obtained the prior, express permission of the Company.

B. Candidates

Each person searching on peoplefusion as a potential candidate or applying for a position as a result of an Advertisement (a "Candidate") agrees to the following terms and conditions:

1. The Candidate acknowledges that all Advertisements and their contents appearing on peoplefusion are the responsibility of the relevant Advertiser.
2. It is the Candidate's responsibility to satisfy themselves that the advertisement is genuine and that the details he or she provides the advertiser are appropriate to the role advertised.
3. The Candidate must take reasonable care in protecting against unauthorised use of log-on details. peoplefusion is not responsible for any unauthorised access to the Candidate's stored information.
4. The Candidate warrants that in responding to any Advertisement or making inquiries of an Advertiser he or she does so as a genuine potential candidate in his or her own personal, non-commercial capacity.
5. The Candidate indemnifies peoplefusion from any claim, loss or liability arising directly or indirectly from any personal details submitted to an Advertiser.
6. peoplefusion reserves the right to disable the Candidate's log-on if he or she is in breach of these Terms.

C. General

The following terms and conditions apply generally to Advertisers, Candidates and other users or visitors to peoplefusion, referred to as "you":

1. Copyright
All content appearing on peoplefusion is the copyright peoplefusion and is protected by the Copyright Act 1968 (Cth).
The peoplefusion logo device is a trademark of peoplefusion Limited and must not be reproduced without permission.
2. Submission of Advertising
In providing peoplefusion with advertising you acknowledge that it is online service to facilitate the placement of candidates in available positions.

peoplefusion does not provide any advice, representation, endorsement, recommendation or opinion in connection with advertised positions.

To the full extent permitted by law:

1. the content appearing on peoplefusion and the services is provided "as is" and without warranties of any kind, whether express or implied;
 2. peoplefusion limits its liability to you in connection with its services:
 - supplying the relevant Advertisement or service again; or
 - payment of the cost of having the relevant Advertisement or service supplied again;
 3. peoplefusion will not be liable under any circumstances for any loss of profits, indirect, consequential or incidental loss, damage or injury.
3. Liability

peoplefusion does not take responsibility for any of the following:

- any interruption to or inability to access any Job Board;
 - any inability to log-on or access your online account;
 - any delay or failure in an Advertisement being posted, archived, restored from archive, or taken down or any change to the details or content of such Advertisement being made;
 - any matter, circumstance or thing beyond peoplefusion control.
4. Online
- You warrant that in accessing or visiting the Job Boards or any user account you will not introduce any virus or other malicious harmful or destructive code.

You are not permitted to link any website to peoplefusion prior to receiving written permission.

Any advertising appearing on the peoplefusion does not imply an endorsement or recommendation of the advertiser or their products or services.

5. Privacy
- peoplefusion collects personal information. The collection and use of personal information including cookies is set out in our Privacy policy, which forms part of the Terms.
6. General
- Nothing in the Terms of Use will exclude, restrict or modify any rights or remedies which you may have under any applicable Commonwealth, State or Territory legislation which under such legislation cannot be excluded, restricted or modified by agreement.

peoplefusion may amend, revise or replace the Terms from time to time.



These Terms are governed by the laws of the State of New South Wales.

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