

St Mary's CareerConnect Terms and Conditions

1. Overview of CareerConnect

- a. CareerConnect is a student experience software solution developed with university careers services to manage contact with students, graduates and employers more efficiently. 'Employability' is an increasingly important priority for universities. CareerConnect is key in preparing students for the world of work, engaging with employers, measuring progress and, most importantly, reaching more students.

2. Who can use CareerConnect

- a. CareerConnect is open for use by these groups:
 - i. St Mary's University Students
 - ii. St Mary's University Graduates
 - iii. Pre-entry students to St Mary's University
 - iv. St Mary's University Staff
 - v. Organisations who intend to advertise vacancies to the other registration groups. Additional organisation terms and conditions can be found here: <http://thecareersgroup.co.uk/policies-and-statements/terms-and-conditions/>

3. What CareerConnect can be used for

- a. St Mary's University Students, St Mary's University Graduates, Pre-entry students to St Mary's University, St Mary's University Staff ('Clients') registering can use CareerConnect for:
 - i. Booking appointments with Career Consultants
 - ii. Booking onto events
 - iii. Searching for and applying for job vacancies. Vacancy disclaimer is available at <https://www.stmarys.ac.uk/student-support/careers/policies-and-disclaimers.aspx>

4. Use of CareerConnect

- a. While accessing, browsing and/or using the Vacancies Site or the Services you must:
 - i. comply with all applicable laws, regulations and codes including, without limitation: (i) the Data Protection Act 1998; (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003
 - ii. not impersonate another person or use a false name or email address;
 - iii. act in good faith with, not misuse and treat in confidence any information provided to you.
 - iv. not make any misrepresentations in your use of the services
 - v. not affect, restrict, limit, inhibit anyone from using the services or the website;
 - vi. not post, transmit, submit, refer to, make available or link to or from (or authorise or permit any other person to do the same), or provide to St Mary's Careers Service, any material which in our opinion:
 - 1. is untrue, fraudulent, inaccurate or incomplete; and/or

2. is obscene, threatening, menacing, offensive, defamatory, abusive, likely to cause annoyance, inconvenience or needless anxiety, is in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright, designs or trade or service marks (whether registered or unregistered)) or otherwise is in breach of or violates any applicable law or regulation or code, and/or
 3. directly or indirectly discriminates on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation; and/or
 4. makes excessive demands for bandwidth
5. Data Protection
 - a. Full details of St Mary's University Data Protection Statement can be accessed here: <https://www.stmarys.ac.uk/about/corporate-information/data-protection.aspx>
6. Privacy Statement
 - a. St Mary's Careers Service Privacy Statement can be accessed here: <https://www.stmarys.ac.uk/student-support/careers/docs/privacy-statement-careers-service.pdf>
7. Charges and payment
 - a. There is currently no charge for the use of CareerConnect
8. Termination, suspension and removal of access
 - a. St Mary's Careers Service reserves the right to terminate, suspend or deny you access to CareerConnect if you use the system in anyway outlined in paragraph 4
 - b. St Mary's Careers Service may at any time and without giving you any advance notice, permanently or temporarily and for any reason:
 - i. terminate, suspend or deny your access to CareerConnect (whether in whole or in part); and/or
 - ii. cancel, terminate, suspend or deny your access to your Account; and/or
 - iii. remove or edit any information (including any material that you submit) on CareerConnect at any time. In such circumstances all liability of St Mary's University Careers Service, its directors, employees or other representatives for any loss whatsoever arising from our removing or editing information and/or your limited use of or inability to use CareersConnect site (either in whole or in part), your account and/or your login or password is excluded, insofar as it is possible to do so in law.

9. Third party links

- a. CareerConnect contains hypertext links to third party websites. We are not responsible for, nor do we endorse in any way such third party websites or their content. If you decide to access any of the third party websites linked to the Vacancies Site, you do so entirely at your own risk.

10. Exclusions and limitations of liability

- a. St Mary's University Careers Service and The Careers Group, University of London will not be a party to any communications whatsoever between you and any organisation whose advert you respond to, although we reserve the right (but not the obligation) to monitor any such communications which are made by means of CareerConnect and you now consent to any such monitoring. Notwithstanding the first part of this section 10.a, St Mary's Careers Service excludes insofar as it is possible to do so in law all liability to you concerning such communications and your dealings with third parties.
- b. All information and/or data on CareerConnect is provided on an "as is" basis. Save to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of CareerConnect or the content, including, without limitation, warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose. Your use of such content is entirely at your own risk.
- c. St Mary's Careers Service and The Careers Group, University of London nor any of its data providers or affiliates gives any warranty or guarantee relating to availability of CareerConnect and/or our operation of it, the content or the server that makes CareerConnect available are error or virus free or free of other harmful components or that your use of CareerConnect and/or the content will be uninterrupted.
- d. St Mary's Careers Service and The Careers Group, University of London shall use reasonable endeavours to ensure that the Vacancies Site and the Services are kept secure. However, due to the nature of the Internet, we cannot accept any liability for those who intentionally attempt to and/or manage to gain unauthorised access to the same by means such as, without limitation, computer hacking (save to the extent that St Mary's Careers Service and The Careers Group is unable to exclude such liability by law).

- e. You agree that St Mary's Careers Service and The Careers Group, University of London, its directors, employees, agents or other representatives, data providers or affiliates will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:
 - i. interruption of business
 - ii. access or other delays, terminations, suspensions, denials or access interruptions to the Vacancies Site and/or the Services; or
 - iii. data non-delivery, data misdelivery, data corruption, destruction of data or other modification of data; or
 - iv. third party website links on the Vacancies Site; or
 - v. reliance on the information contained on the Vacancies Site; or
 - vi. computer viruses, system failures or malfunctions which may occur in connection with your use of the Vacancies Site and/or the Services; or
 - vii. any inaccuracies, omissions or misleading, false or deceptive statement in the content; or
 - viii. events beyond our reasonable control.
- f. Notwithstanding any provision of these Terms, St Mary's Careers Service and The Careers Group, University of London does not exclude or limit its liability for:
 - i. death or personal injury caused by its negligence or that of any of its officers, employees or agents; or
 - ii. fraudulent misrepresentation; or
 - iii. any liability which it is not lawful to exclude either now or in the future.

11. Indemnity

- a. You will indemnify and will keep indemnified St Mary's Careers Service 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:
 - i. any breach of these Terms by you; or
 - ii. your access to and/or use of the Vacancies Site and/or Services; or
 - iii. your fault, negligence or breach of statutory duty; or
 - iv. 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.

12. Assignment

- a. You may not assign, transfer, sublet, lease, sub-license or delegate all or any of your rights or obligations in respect of CareerConnect without our prior written consent. In particular, but without limitation, you must not allow a third party to access CareerConnect using your logon and password without our prior written consent.
- b. St Mary's Careers Service and The Careers Group, University of London may freely assign, transfer, sublet, lease, sub-license or delegate all or any of its rights or obligations in respect of CareerConnect (in whole or in part) to any third party at any time.

13. General

- a. 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 CareerConnect and supersede all prior agreements, arrangements, understandings and representations made between us (whether written or oral) concerning CareerConnect.
- b. 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.
- c. No waiver by St Mary's Careers Service and The Careers Group, University of London of any breach of these Terms shall constitute a waiver of any other prior or subsequent breach and St Mary's Careers Service and The Careers Group, University of London shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.
- d. The rights and remedies of St Mary's Careers Service and The Careers Group, University of London under these Terms are independent, cumulative and without prejudice to its rights under the law.
- e. 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.
- f. These Terms and/or your use of the Vacancies Site and/or the Services shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over any dispute which may arise.