

Prospects.ac.uk

DIRECT ADVERTISING (VPP) TERMS AND CONDITIONS

BACKGROUND

Jisc (as defined below, including **we** or **us** or **our** or similar pronoun) is the operator of the Prospects.ac.uk website.

You (the **Customer**) wish us to place the agreed advertisements across the Prospects.ac.uk website, other digital platforms and/or publications.

All advertisement orders accepted for publication by Jisc are subject to these Terms (as defined below). No other terms will be binding unless agreed in writing by Jisc. The placing of any order by you will be deemed to be an acceptance of these Terms.

1. DEFINITIONS

1.1. For the purpose of these Terms, the following words have the meanings ascribed to them:

Advertisements	means any advertisement or posting detailed on the Order Review Page;
Applicant Data	means the Personal Data of all persons supplying their information in application for an advertised vacancy;
Controller, Data Subject, Personal Data, Personal Data Breach, Processing and Processor	shall have the meanings set out in the UK GDPR;
Customer	means the customer as set out in the Order Review Page;
Customer Data	means data supplied by you for the purposes of placing the advertisement, including but not limited to the advertisement details, contact information, Personal Data and remittance or other financial information;
Data Protection Legislation	means all applicable laws and regulations relating to data protection, privacy and information security including (without limitation) the UK Data Protection Act 2018 and General Data Protection Regulation (GDPR) meaning Regulation (EU) 2016/679 as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, as amended to be referred to as DPA 2018 and the UK GDPR respectively;
Fee	means the amount payable by you for the placing of the Advertisement as set out on the Order Review Page;
Jisc	means either: <ul style="list-style-type: none">• Jisc, a registered charity and company limited by guarantee with company number 05747339; or

- **Jisc Services Limited**, the wholly owned subsidiary of Jisc with company number 02881024

as detailed on the Order Review Page;

Order Review Page	means the Website page prior to submission of payment information, detailing the advertising copy, period of advertisement and applicable Fees;
Permitted Country	means a country, territory or jurisdiction that is either: (a) within the UK or the European Economic Area; or (b) outside of the UK or European Economic Area but which is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable);
Regulator	means the UK Information Commissioner (ICO) and any other independent public authority which has jurisdiction over a party, including any regulator or supervisory authority which is responsible for the monitoring and application of the Data Protection Legislation;
Terms	means these Prospects.ac.uk direct advertising (VPP) terms and conditions;
Website	means the website currently situated at https://www.prospects.ac.uk/ ; and
Working Day	means any day from Monday to Friday inclusive, between 0900hrs and 1700hrs, UK time, excluding public holidays and the period 20 December to 5 January.

2. ORDERS

- 2.1. All quotations and estimates we make are invitations to treat and are valid from 30 days of issue. The Order Review Page constitutes an offer subject to these Terms which becomes binding between us when we accept the offer, publish an Advertisement or raise an invoice.
- 2.2. Your acceptance of the details presented on the Order Review Page constitutes your acceptance of such offer and agreement to fulfil your obligations under this agreement.

3. SCOPE OF AGREEMENT

- 3.1. In consideration of the Fee, we shall arrange for the display of the Advertisement on the Website as detailed on the Order Review Page.
- 3.2. You will provide all materials for the Advertisement in accordance with our policies in Appendix A of these Terms. We shall not be required to publish any Advertisement that is not received in accordance with such policies. You grant to us a non-exclusive, worldwide licence to reproduce, display or distribute the Advertisement on the Website in accordance with these Terms.

4. CANCELLATION AND RENEWALS

- 4.1. You may cancel or amend the Advertisement copy, in whole or in part, prior to acceptance of the Order Review Page without charge.
- 4.2. Once the Order Review Page has been accepted, you will be liable for the full payment amount, as detailed. Any subsequent changes or amendments to the Advertisement may incur additional fees.
- 4.3. Pricing for any renewal period is subject to our change from time to time. In no circumstances does the placing of an order confer the right to renew on similar terms.

5. PAYMENT

- 5.1. All orders or quotations issued under these Terms shall be payable in pounds sterling and are exclusive of any applicable taxes, including VAT. You shall be responsible for and shall indemnify us against any value added or sales taxes.
- 5.2. All payments due in respect of any Advertisements must be paid at the time of order.
- 5.3. Payments may be made via Visa, Mastercard or American Express credit cards and are encrypted and securely transferred to our provider, Adyen, for processing. More information on how Adyen handle transactions can be found online at <https://www.adyen.com/legal/terms-and-conditions>.
- 5.4. Where payments are declined or withdrawn by your payment provider, without limit to our other rights or remedies in these Terms, we shall, at our sole discretion have the right to:
 - 5.4.1. suspend the Advertisement until payment in full has been received; and/or
 - 5.4.2. charge you for any work already completed.

6. PUBLISHING OF ADVERTISEMENTS

- 6.1. Where payments have been approved, Advertisements will be reviewed by us and, subject to compliance with the requirements of this agreement, published within two Working Days of submission.
- 6.2. We reserve the right to omit, refuse, withdraw or cancel Advertisements submitted to us by you at our absolute discretion. In such an event, and where this action has been taken for any reason other than a material breach of these terms, a refund of the Fee will be offered.
- 6.3. Positioning of the Advertisement is at our sole discretion.

7. WARRANTIES AND INDEMNITIES

- 7.1. You warrant and represent that:
 - 7.1.1. you contract with us as a principal, notwithstanding that you may be acting as an agent for your own client;
 - 7.1.2. Advertisements as submitted or amended pursuant to these Terms will not breach any contract or infringe the rights of any person;
 - 7.1.3. any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
 - 7.1.4. you have obtained the authority of any living person identified or pictured in the Advertisement;
 - 7.1.5. the Advertisement complies with the requirements of all relevant legislation (including any subordinate legislation and the rules of statutorily recognised regulatory authorities);
 - 7.1.6. the Advertisement is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes; and
 - 7.1.7. the Advertisement complies with our policy in Appendix A of this document.
- 7.2. You will be liable to us for any and all claims, costs, proceedings, demands, expenses or liability whatsoever arising directly as a result of any breach or non-performance of the representations, warranties or other terms contained in these Terms or implied by law.
- 7.3. We will not be liable for any loss or damage (including any special, indirect or consequential damages, including, without limitation loss of profits or other consequential loss) resulting from the delay or failure of an Advertisement to appear on the date(s) specified from the failure of an Advertisement to appear in any specified position from the delay or failure of any issue of a publication to appear, from the appearance of any error in an Advertisement for any reason, or from the discontinuance of any publication. Our liability in relation to any of these circumstances shall be limited to a refund of the Fee.

- 7.4. It is your responsibility to check the correctness of the Advertisement. We assume no responsibility for the repetition of an error in an Advertisement ordered. Any other matter of complaint, claim or query in relation to the Advertisement must be raised with us within 30 days following the commencement of any Advertisement run.
- 7.5. Where you are an agency or media purchaser then you warrant that you are authorised to place the Advertisement with us and you will indemnify us against any claim made against us arising from the publication of the Advertisement.
- 7.6. You acknowledge that you are responsible for compliance with the obligations set out in clause 7.1 above and that we have no obligation to edit or review any of our publications for accuracy or appropriateness. However, we reserve the right to alter or remove any Advertisement to comply with any obligation placed upon us or to ensure compliance with the requirements set out in clause 7.1 above.

8. FORCE MAJEURE

- 8.1. If performance of our obligations are delayed or hindered by circumstances outside our control then:
 - 8.1.1. we will as soon as reasonably practicable give you notice of the reasons for the delay. However, failure to give such notice will not prevent us relying on the remaining provisions of this clause, and we will incur no liability for failure to give such notice; and
 - 8.1.2. our duty to perform shall be suspended for as long as the circumstances amounting to force majeure continue, and the time for performance of our obligations shall be extended by a period equal to duration of those circumstances.

9. INTELLECTUAL PROPERTY

- 9.1. All Advertisement material originated by Jisc remains our copyright and any Advertisement material originated by you remains your copyright.

10. TERMINATION

- 10.1. In the event that you commit a material breach of these Terms, we may terminate this agreement immediately on notice and without liability to you. In the event of any termination, you shall remain liable for the full payment amount stated on the Order Review Page.
- 10.2. If you decide to terminate the campaign prior to completion, you remain liable for the full payment amount stated on the Order Review Page.
- 10.3. Where this agreement is terminated under clause 6.2 or clause 7.3, and a refund of the Fee is applicable, this will be made within ten Working Days to the original payment source.

11. DATA PROTECTION

- 11.1. Both parties agree to comply with their obligations under the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2. We have been appointed by you to process information relevant to the Advertisement. In the processing of this Customer Data, the parties agree that you are the Controller and We are the Processor.
- 11.3. As the Controller of Customer Data, further to the terms under clause 7 of this document, you warrant that:
 - 11.3.1. you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us;
 - 11.3.2. you are responsible for ensuring the accuracy and completeness of the information provided;
 - 11.3.3. you will notify us as soon as practicable should any information require amendment; and

- 11.3.4. where acting as an agent for your own client, you will promptly notify us of any actions required as a result of transferred obligations (i.e. data protection obligations imposed on us but originated by your client, such as removal of information).
- 11.4. As a Processor in respect of the Customer Data, we shall:
- 11.4.1. use, access or otherwise Process Customer Data only in accordance with your lawful instructions;
 - 11.4.2. take, implement, maintain and monitor appropriate technical and organisation measures which are sufficient to comply with at least the obligations placed on you by the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation;
 - 11.4.3. not transfer any Customer Data outside a Permitted Country without your prior written consent;
 - 11.4.4. ensure the reliability and integrity of our employees, consultants, contractors and staff involved in the Processing of (and who will have access to) those Customer Data, and shall ensure that each such individuals shall have entered into an appropriate contractual agreement that requires them to keep the Customer Data confidential;
 - 11.4.5. on your request, allow you or any Regulator to audit our compliance with this clause 11;
 - 11.4.6. not sub-contract any Processing of the Customer Data unless the relevant sub-contractor is engaged by way of a written contract which imposes obligations on the sub-contractor which are at least equivalent to (and no less onerous than) the obligations imposed on us pursuant to this clause 11; and we will remain primarily liable for all acts and omissions at its sub-contractors and the acts or omissions of those employed or engaged by these sub-contractors as if they were ours;
 - 11.4.7. comply with the obligations imposed upon a Processor under the Data Protection Legislation, and use all reasonable endeavours to assist you to comply with the requirements of the Data Protection Legislation (including the obligations pursuant to Articles 32 to 36 of the UK GDPR (inclusive)); and
 - 11.4.8. on termination of the agreement between the parties, cease Processing all Personal Data and return to you all Personal Data (and all copies under its possession or control), except to the extent we are required to retain copies by applicable law.
- 11.5. We shall notify you immediately if we:
- 11.5.1. become aware of any: (i) Personal Data Breach; (ii) breach of this clause 11; or (iii) breach of the Data Protection Legislation;
 - 11.5.2. are required by any applicable law to act other than in accordance with any of your instructions given under clause 11.4.1, provided we are not prohibited by law from so notifying you; or
 - 11.5.3. consider, in our opinion (acting reasonably), that any of your instructions under clause 11.4.1 infringe any of the Data Protection Legislation.
- 11.6. We will notify you following our receipt of any actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising their rights under the Data Protection Legislation (a **Data Subject Request**) or any correspondence or communication (whether written or verbal) from the Regulator (**Regulator Correspondence**), and shall: (i) not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without your prior written consent; and (ii) provide you with all reasonable co-operation and assistance required by you in relation to any such Data Subject Request or Regulator Correspondence.
- 11.7. Registrants to our services may, where appropriate, submit their Personal Data in application for vacancies advertised by you. In the processing of this Applicant Data, we are a Controller of this

Applicant Data. You acknowledge that where we share this Applicant Data with you, in processing this Applicant Data you are also an independent Controller.

- 11.8. In sharing the Applicant Data with you, we warrant that:
- 11.8.1. Applicant Data is held and supplied by us in full compliance with our obligations as a Controller and in respect of the Data Subjects' rights;
 - 11.8.2. the Applicant Data supplied to you, in application for an advertised vacancy, will be an accurate reflection of the information supplied to us by the Data Subject(s);
 - 11.8.3. Applicant Data will not be disclosed or divulged to any other party unless specifically authorised by you, the Data Subject or where we are otherwise legally obliged to do so;
 - 11.8.4. at the request of the Data Subject, we will promptly contact you to remove their information from your records; and
 - 11.8.5. we will promptly notify you of any amendments to Applicant Data provided under this agreement.
- 11.9. As the Controller of the Applicant Data shared with you, you warrant that:
- 11.9.1. Applicant Data will only be used for the purposes of fulfilling an application for the advertised vacancy;
 - 11.9.2. Applicant Data will only be held for as long as it is required or, unless specifically stated in the Advertisement, until the advertised vacancy has been filled, whichever occurs first;
 - 11.9.3. only authorised individuals who require access to Applicant Data are provided with such access and that this access is promptly revoked when no longer required;
 - 11.9.4. upon our request, or the request of the Data Subject, you will amend or remove Applicant Data, as required;
 - 11.9.5. should you become aware of any Personal Data breach or potential breach of Applicant Data, you will promptly (and in any event within twenty-four (24) hours) notify us and any Regulator (as required by the Data Protection Legislation); and
 - 11.9.6. you will, upon request, provide cooperation and assistance to us with the fulfilment of our data protection obligations in relation to the Applicant Data.

12. GENERAL

- 12.1. **Waiver:** The failure or delay by either party to exercise or enforce any of its rights is not a waiver of that right and nor will it bar enforcement of any obligation at that time or any subsequent time.
- 12.2. **Notices:** Any notice or other document to be served under these Terms must be in writing and served in the following ways (and shall be deemed to have been served at the time stated):
- 12.2.1. by first class post - on the second Working Day after postage;
 - 12.2.2. by email, to legal@jisc.ac.uk, quoting your company name and vacancy title in the subject line – within 1 Working Day of the email entering our information system, provided that no error message indicating failure to deliver has been received.
- 12.3. **Severability:** If any provision of these Terms, or of any document made in connection with these provisions, is determined by any court, tribunal or administrative body of a competent jurisdiction to be wholly or partly unenforceable for any reason, that unenforceability shall not affect the rest of this agreement or that document, the unenforceable part being deemed severed and deleted and the remainder continuing in full force and effect.
- 12.4. **Entire Agreement:** These Terms shall apply to each contract for the insertion of an Advertisement. These Terms form the entire agreement between us on its subject matter and supersede all previous contracts, arrangements, representations or understandings between us (save for fraudulent misrepresentations).

- 12.5. **No Assignment:** Neither you or we may resell, assign or transfer any of its rights under these Terms without written consent from the other.
- 12.6. **Agency:** These Terms shall not create any agency, partnership or joint venture between us.
- 12.7. **Governing Law:** The contract which incorporates these Terms shall be construed under and governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Appendix A

Prospects.ac.uk Vacancy Advertisement Policy

The Job Search, as found online at www.prospects.ac.uk, promotes job vacancies to provide students and graduates with relevant employment opportunities.

This is a vacancy-matching service and will only act as a facilitator between the employer and jobseeker.

We list the following types of job vacancy:

- Graduate jobs
- Graduate schemes
- Work experience (internships and placements)
- Voluntary work

We do not list vacancies for roles that:

- are door-to-door sales jobs
- require students/graduates to be self-employed
- are unpaid (apart from placements and international internships)
- are based within an employer's home
- promote or involve illegal or immoral activities
- require students/graduates to live in
- do not conform with employment legislation or that contravene our equal opportunities policy.

We reserve the right to:

- reject an advert that is considered inappropriate or unsuitable for our audience
- edit a vacancy that does not meet the criteria outlined in our writing guidelines.

Disclaimer

We:

- do not endorse the products, services or views of companies advertising vacancies on the Prospects.ac.uk website
- will not be liable for any loss caused by the recruitment of candidates via our job vacancy listings
- will not be liable for publishing job adverts with any errors or omissions submitted by the employer.

Advertisement Requirements

To advertise a vacancy on Prospects.ac.uk, the following information must be provided:

- Company name**
- Role title**
- Closing date** – If possible, vacancies should have a defined closing date. If the vacancy is on a continuous recruitment basis, it will remain on the Prospects.ac.uk site for the full term detailed on the Order Review Page.
- Application link** – Please include a URL if directing applicants to a page on your website, ensuring that users are directed to the relevant page, or a valid email address if you'd like to receive applications via that mechanism.
- Location**
- Contract type**
- Salary information (starting salary and salary range)**
- Job description**

It is advised to provide the following additional information in order to increase engagement with our users and help drive more applications:

- Person requirements**
- Company information**
- Qualifications and experience requirements**
- Additional application instructions**

Where uploading company logos, these should meet the following requirements:

File format: GIF, JPG or PNG **Max file size:** 100KB **Max dimensions:** 512 x 512 pixels **Recommended dimensions:** Square: 110 x 110 pixels **Portrait:** 80 x 150 pixels **Landscape:** 170 x 70 pixels **Min resolution:** 72ppi **Transparency:** Not allowed **Animation:** Not allowed