

SKILL CITY RECRUITMENTS

# TERMS AND CONDITIONS

Official Paperwork for Better User experience



# **Terms and Conditions**

**Skill City Facility Solutions** 

# 1. Introduction and Acceptance

These Terms and Conditions ("Terms") govern your use of services provided by Skill City Facility Solutions ("we," "us," "our," or "Company"), including our website, recruitment services, job placement programs, and related business solutions. By accessing our website, engaging our services, or participating in our programs, you ("you," "your," or "User") agree to be bound by these Terms.

If you do not agree with any part of these Terms, you must not use our services or access our website. These Terms constitute a legally binding agreement between you and Skill City Facility Solutions.

#### 2. About Our Services

Skill City Facility Solutions is an Australian recruitment and employment services company specializing in empowering regional Australia with tailored business solutions. Our services include:

#### For Job Seekers:

- Permanent job placement services connecting candidates with full-time career opportunities across various industries and skill levels.
- Part-time employment solutions offering flexible work arrangements that accommodate diverse lifestyle and professional needs.
- Comprehensive internship programs designed to provide practical experience and career development opportunities for emerging professionals.
- Job Ready Programs featuring specialized training, skills assessment, and professional development to prepare candidates for employment success.

#### For Employers:

- Customized recruitment solutions tailored to specific business needs and regional requirements.
- Candidate screening, assessment, and matching services to identify the most suitable personnel for your organization.
- Workforce planning and consulting services to optimize your human resources strategy.
- Ongoing support and relationship management throughout the recruitment and employment process.

#### 3. Website Use and Access

**Permitted Use:** Our website is provided for informational purposes and to facilitate access to our recruitment services. You may browse job listings, submit applications, and use our online tools for legitimate employment-seeking or recruitment purposes.

**Prohibited Activities:** You must not use our website or services for any unlawful purposes or in any way that could damage, disable, or impair our systems. Specifically prohibited activities include attempting to gain unauthorized access to our systems, transmitting malicious software or code, harvesting personal information without consent, creating false accounts or misrepresenting your identity, posting inappropriate, offensive, or discriminatory content, or interfering with other users' access to our services.

**Account Responsibility:** If you create an account with us, you are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must notify us immediately of any unauthorized use of your account.

#### 4. Job Seeker Terms

**Application Process:** When applying for positions through our services, you agree to provide accurate, complete, and current information about your qualifications, experience, and availability. You understand that any false or misleading information may result in rejection of your application or termination of employment if discovered after placement.

Consent to Background Checks: You consent to us conducting necessary background checks, reference verifications, and skills assessments as required by potential employers or industry regulations. This may include criminal history checks, employment verification, qualification verification, and medical assessments where relevant to the position.

**Job Matching Services:** We will use reasonable efforts to match you with suitable employment opportunities based on your skills, experience, and preferences. However, we do not guarantee job placement or specific employment outcomes. The final hiring decision rests with the employer.

**Commitment to Employment:** If you accept a job offer through our services, you commit to fulfilling the terms of employment in good faith. Early termination without reasonable cause may affect your eligibility for future placements through our services.

**Training and Development:** Participation in our Job Ready Programs requires your active engagement and completion of required assessments and training modules. You may be required to repay training costs if you withdraw from employment within a specified period after program completion.

# 5. Employer Terms

Service Fees: Our recruitment services are provided on a fee-for-service basis. Detailed fee structures, payment terms, and service inclusions will be outlined in your specific service

agreement. Standard payment terms are 30 days from invoice date unless otherwise agreed in writing.

**Job Specifications:** You must provide accurate and complete job descriptions, requirements, and working conditions. Any material changes to job specifications after candidate placement may result in additional fees or service adjustments.

**Equal Employment Opportunity:** You warrant that your recruitment practices comply with all applicable anti-discrimination and equal employment opportunity laws. We reserve the right to refuse service for positions or practices that contravene legal requirements or our ethical standards.

Candidate Treatment: You agree to treat all candidates referred by us with professionalism and respect, provide timely feedback on applications and interviews, and conduct fair and transparent selection processes.

**Placement Guarantees:** Our standard service includes a replacement guarantee period during which we will provide a replacement candidate at no additional fee if the initial placement proves unsuitable within the agreed timeframe.

# 6. Intellectual Property Rights

**Our Content:** All content on our website and in our materials, including text, graphics, logos, images, software, and design elements, is owned by Skill City Facility Solutions or our licensors and is protected by copyright, trademark, and other intellectual property laws.

**Limited License:** We grant you a limited, non-exclusive, non-transferable license to access and use our website and services for their intended purposes. You may not copy, modify, distribute, or create derivative works from our content without express written permission.

**User-Generated Content:** Any content you submit to us, including resumes, applications, and feedback, remains your property. However, you grant us a non-exclusive license to use this content for the purposes of providing our services and improving our offerings.

**Third-Party Content:** Our website may include content from third parties or links to external websites. We do not control or endorse such content and are not responsible for its accuracy or availability.

#### 7. Privacy and Data Protection

**Information Collection:** We collect, use, and protect your personal information in accordance with our Privacy Policy and the Australian Privacy Principles under the Privacy Act 1988. Please review our Privacy Policy for detailed information about our data practices.

Consent to Data Use: By using our services, you consent to our collection and use of your personal information for recruitment purposes, including sharing your information with potential employers and conducting necessary background checks.

**Data Security:** We implement appropriate technical and organizational measures to protect your personal information. However, no system is completely secure, and we cannot guarantee absolute data security.

**Data Retention:** We retain personal information for the periods specified in our Privacy Policy and as required by law. You may request deletion of your information subject to our legal and operational requirements.

# 8. Payment Terms and Refunds

**Service Fees:** All fees for our services are outlined in your specific service agreement. Fees are generally non-refundable except in specific circumstances outlined in your agreement.

**Payment Methods:** We accept payment by bank transfer, credit card, or other methods as specified in your invoice. All payments must be made in Australian dollars unless otherwise agreed.

**Late Payment:** Interest may be charged on overdue amounts at the rate specified in your service agreement. We reserve the right to suspend services for accounts in arrears.

**Refund Policy:** Refunds are provided only in limited circumstances as specified in your service agreement, such as our failure to provide agreed services or where replacement guarantees apply.

# 9. Limitation of Liability

**Service Limitations:** While we strive to provide high-quality recruitment services, we cannot guarantee specific employment outcomes. Job placement depends on various factors including market conditions, employer requirements, and candidate qualifications.

**Liability Exclusions:** To the maximum extent permitted by law, we exclude liability for indirect, consequential, or punitive damages arising from your use of our services. Our total liability for any claim is limited to the fees paid for the specific service giving rise to the claim.

**Force Majeure:** We are not liable for delays or failures in service delivery due to circumstances beyond our reasonable control, including natural disasters, government actions, strikes, or technical failures.

**Professional Advice:** Our services do not constitute legal, financial, or professional advice. You should seek appropriate professional guidance for specific situations affecting your employment or business decisions.

#### 10. Termination

**Termination by You:** You may terminate your use of our services at any time by providing written notice. However, you remain liable for any fees incurred prior to termination.

**Termination by Us:** We may terminate or suspend your access to our services immediately if you breach these Terms, engage in prohibited activities, or for other legitimate business reasons.

**Effect of Termination:** Upon termination, your right to use our services ceases immediately. Provisions relating to intellectual property, liability limitations, and dispute resolution survive termination.

**Data After Termination:** We will handle your personal information after termination in accordance with our Privacy Policy and applicable legal requirements.

# 11. Dispute Resolution

**Initial Resolution:** We encourage you to contact us directly to resolve any concerns or disputes. Our customer service team will work with you to address issues promptly and fairly.

**Formal Complaints:** If direct resolution is unsuccessful, you may lodge a formal complaint with our management team. We will investigate and respond to formal complaints within 30 days.

**External Resolution:** For disputes that cannot be resolved internally, you may seek resolution through relevant industry bodies or legal proceedings as appropriate under Australian law.

**Governing Law:** These Terms are governed by the laws of Victoria, Australia, and any disputes will be subject to the jurisdiction of Victorian courts.

#### 12. General Provisions

Entire Agreement: These Terms, together with our Privacy Policy and any specific service agreements, constitute the entire agreement between you and Skill City Facility Solutions regarding your use of our services.

**Amendment:** We may update these Terms from time to time to reflect changes in our services, legal requirements, or business practices. Updated Terms will be posted on our website with the effective date.

**Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

**No Waiver:** Our failure to enforce any provision of these Terms does not constitute a waiver of our rights to enforce that provision in the future.

**Assignment:** You may not assign or transfer your rights under these Terms without our written consent. We may assign our rights and obligations under these Terms to a third party.

#### 13. Contact Information

**Business Address:** Our headquarters are located in Melbourne, Victoria, where we maintain our primary operations center at 4A Haughton Road, Oakleigh, VIC, 3166, Australia.

**Telephone Contact:** You can reach us by telephone at 039 034 6492 for immediate assistance with any employment-related inquiries or concerns about these Terms.

**Website Information:** For comprehensive information about our services and online applications, please visit our website at https://skillcityfacilitysolutions.com.au/.

Written Correspondence: Additional contact methods including email addresses will be provided upon request or can be found on our website contact page.

# 14. Acknowledgment

By using our services or website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you have any questions about these Terms, please contact us before using our services.

These Terms are effective as of the date specified above and will remain in effect until terminated in accordance with the provisions outlined herein.

We recommend reviewing these Terms periodically as they may be updated to reflect changes in our services or legal requirements.



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