

TERMS AND CONDITIONS

Definitions:

Candidate	means any person looking for employment or promotion who applies for a vacancy advertised by Potentia or asks Potentia to store their personal information on their proprietary database for future promotion;
Client	shall mean any person looking to make use of one of the service offerings, including but not limited to: recruitment, HR project management, payroll, organisational development, assessments, labour relations;
Potentia	means Potentia Namibia Recruitment (Pty) Ltd, the recruitment agency;
Registration profile	means the electronic profile created upon registering and/or applying on the website of Potentia by a candidate, client, any other User;
Services	means Potentia's recruitment services provided by Potentia to the candidate, client or any User;
Terms and conditions	means the terms and conditions as set out in this document and any subsequent variations as agreed in writing by Potentia and the candidate.
User	means any person making use of the Website, not limited to the candidate and client.
Website	means Potentia's website and all contents thereon at http://www.potentia.com.na/



The agreement:

Whereas these terms and conditions set out herein are binding on the users of the website.

Whereas these terms and conditions regulate and manage the use and interaction with the website.

Operation and usage of website

1. The candidate, client and any user is restricted from:
 - 1.1 publishing any website material of Potentia in any other media platform;
 - 1.2 selling, sublicensing and/or otherwise commercialising any website material;
 - 1.3 publicly performing and/or showing any website material;
 - 1.4 using this website in any way that is or may be damaging to this website;
 - 1.5 using this website in any way that impacts user access to this website;
 - 1.6 using this website contrary to applicable laws and regulations;
 - 1.7 causing harm to the website, or to any person or business entity;
 - 1.8 engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this website;
 - 1.9 using this website to engage in any advertising or marketing.
2. Potentia reserves the right to limit the candidates, clients, and/or any users access and use of the website at its discretion. Potentia reserves the right to restrict, suspend, or terminate the profile of the candidate, client, and/or any other user, if Potentia suspects that he/she is in breach of the terms and conditions or involved in fraudulent and/or illegal conduct.

Intellectual property rights and proprietary rights

3. The candidate, client and any user acknowledges that Potentia owns all rights, titles and interests to the website and all proprietary rights associated therewith. Potentia reserves all rights not specifically granted therein.
4. The candidate, client and any user is prohibited from modifying any copyright, notices, trademark and service mark attributions, any patent markings or other indication of ownership on the materials accessed through the website and is further prohibited from using data mining, robots or similar data gathering and extraction tools for any purpose whether for own gain or profit.
5. The user is strictly prohibited from using any proprietary rights and software tools for personal gain and/or profit.

Registration profile

6. The candidate, client and any other user is responsible:
 - 6.1 to choose a strong and secure password;
 - 6.2 for the confidentiality and use of the password and ID login details;
7. Any candidate, client and any other user is prohibited from creating more than one account.

Candidate information

8. The candidate shall be required to provide details which shall include, but not be limited to, those regarding their contact information, qualifications, experience, employment history and references.
9. The candidate must ensure that all information submitted to Potentia is, to the best of her/his knowledge, true, accurate, complete and up-to-date.
10. In the event that the information submitted to Potentia becomes incorrect, inaccurate, incomplete or out-of-date, the candidate must submit revised information to Potentia as soon as is reasonably possible.



11. The candidate acknowledges and agrees that Potentia is permitted to hold and store any and all personal information and data as provided by the candidate, as part of Potentia's business records and databases.
12. The candidate acknowledges and agrees that the personal information provided by her/him is used by Potentia for the purpose, but not limited to, contacting the candidate and to analyse the information for the applied and/or any other future positions.
13. The candidate acknowledges and agrees that the information provided by her/him to Potentia is not used for the purpose of sending to the candidate any advertisements and/or marketing related information.
14. The candidate confirms all documents uploaded and submitted are certified to be a true copy of the original.

Liability for cited references

15. Where any of the information submitted to Potentia contains details which may be used to identify a third party, including, but not limited to, referees, Potentia assumes the user has obtained the necessary permission of that party to supply their details to Potentia prior to submitting the information.
16. The user is held liable for any claims arising from the disclosure of and/or use of the information contained in, but not limited to, a reference, character and/or recommendation letter that contains the personal information of the writer thereof.
17. The user hereby declares and acknowledges that the information provided by her/him to Potentia is true, accurate and complete in every material aspect.

Client information

18. The client shall be required to provide details which shall include, but not be limited to, those regarding their contact information and name and surname.
19. The client must ensure that all information submitted to Potentia is, to the best of her/his knowledge, true, accurate, complete and up-to-date.
20. The client acknowledges and agrees that the information provided by her/him is used by Potentia for the purpose, but not limited to, contacting the client and to analyse the information for the services interested in.
21. The client acknowledges and agrees that the information provided by her/him to Potentia is not used for the purpose of sending to the client any advertisements and/or marketing related information.

Modification of these terms and conditions

22. Potentia reserves the right to change the terms, conditions, and notices under Potentia's website, online registration and applications.

Governing law and dispute resolution

23. Any dispute arising from this agreement will be subject to the jurisdiction of the High Court of Namibia and the candidate, client and/or any user will be held liable for any and all costs occurred by any dispute arising hereto.

Severance

24. In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these terms and conditions. The remainder of these terms and conditions shall be valid and enforceable.

Legal capacity

25. The candidate, client and any user acknowledges she/he has full legal capacity and is authorised to enter into and perform its obligations set forth in these terms and conditions.
26. Persons below the age of 18 years are prohibited from using this website.



Indemnification

27. The candidate, client and/or any user hereby indemnifies Potentia from and against any and/or all claims arising from her/his breach of any of the provisions of these terms and conditions.
28. The users of the website indemnify and hold Potentia harmless from any and all claims arising from the information provided on the website.

Acceptance of these terms & conditions

29. By making use of the website the user acknowledges and accepts the terms and conditions thereof.
30. The candidate, client and any user who has created a registration profile agrees and acknowledges that by selecting the tick/acceptance box of these terms and conditions it constitutes her/his electronic signature which holds the same binding affect as an original signature.