

# TERMS AND CONDITIONS - ROAST.jobs Ltd

These Terms and Conditions (the "**Terms**") govern the relationship between ROAST.jobs Ltd, whose registered office is located at Unit 15, N°2 Bulrushes Business Park, Coombe Hill Road, East Grinstead RH19 4LZ L, United Kingdom, incorporated in England and Wales - Registration n° 06625272, ("**ROAST.jobs**"), and the individual who has accepted the offer of services by ROAST.jobs under the Terms (the "**APPLICANT**").

In this document, ROAST.jobs and the APPLICANT are collectively referred to as "Parties" and individually as a "Party".

Any request for services by the APPLICANT to ROAST.jobs amounts to the unconditional acceptance of the Terms.

## 1. PURPOSE

The purpose of these Terms is to define the conditions applicable to the supply, by ROAST.jobs, of all or part of the following services (the "**Service** (s)") in the United Kingdom, the Republic of Ireland, Jersey and Guernsey, Spain, Malta and New Zealand (the "**Territory**").

## 2. SERVICES

### a. Internships:

Availability of internship offers from partner institutions (the " <b>Employers</b> ")	Yes
Forwarding of CV to a list of « favorite » hotels and restaurants	Yes
Bilingual consultant ( phone, online or in our office)	Yes
Liaising with the Employers	Yes
Preparation for interviews with Employers (by Skype or telephone)	Yes
Access to employment reviews from previous candidates	Yes
Assistance for the installation of the APPLICANT in the Territory	Yes
Help in opening bank account	Yes
Help with obtaining NIN	Yes
Help to find accommodation for internships without accommodation	Yes
Translation and formatting of curriculum vitae according to local requirements	Yes
Accelerated reassignment in event of breach of contract (Subject to conditions)	Yes
Help in organising the Journey	Yes
Dispute resolution assistance	Yes

### b. Jobs :

Access to our job board is free. A Premium Service is available as follows

	Free	First Steps	100%
Availability of job offers from partner institutions (the " <b>Employers</b> ") (access to our job board)	Yes	Yes	Yes
Access to job offers 1 week before the others + forwarding of CV to a list of « preferred » hotels and restaurants	No	No	Yes
Bilingual consultant ( phone, online or in our office)	No	Yes	Yes
Preparation for interviews with Employers (by Skype or telephone)	No	No	Yes
Liaising with the Employers	No	No	Yes
Access to employment reviews from previous candidates	No	No	Yes
Assistance for the installation of the APPLICANT in the Territory	No	Yes	Yes
Help in opening bank account	No	Yes	Yes
Help with obtaining NIN	No	Yes	Yes
Help to find accommodation for jobs without accommodation	No	Yes	Yes
Translation and formatting of curriculum vitae according to local requirements	No	Yes	Yes
Accelerated reassignment in event of breach of contract (Subject to conditions)	No	No	Yes
Help in organising the Journey	No	No	Yes
Dispute resolution assistance	No	No	Yes

The APPLICANT is responsible for his or her own transportation into the Territory and all related costs.

It is specified that when positions with accommodation are offered, the Employers are solely responsible for providing such accommodation to the APPLICANT.

### **3. OBLIGATIONS OF ROAST JOBS**

3.1. ROAST.jobs provides APPLICANTS looking for internships or jobs in the Territory, assistance and consulting services as described in article 2 above. ROAST.jobs has no legal relationship with the Employers, which, on the basis of a work contract or internship agreement, shall have a direct contractual relationship with the APPLICANT.

3.2. ROAST.jobs undertakes to communicate all offers received from the Employers to the APPLICANT but cannot be held responsible for any failings or inaccuracies of the information provided by the Employers.

3.3. ROAST.jobs shall not be held liable for the accuracy of any information provided by the Employers and communicated to the APPLICANT in connection with the offer of employment as in all circumstances ROAST.jobs, acts solely within the framework of the Services.

3.4. ROAST.jobs shall use its reasonable endeavours to assist in the amicable resolution of any dispute that may arise with the APPLICANT and the Employer where in ROAST.jobs' opinion the Employer is at fault or otherwise in breach of any contractual commitment owed to the APPLICANT.

3.5. ROAST.jobs will respond to any written request made by the APPLICANT within 72 working hours of receipt of same.

### **4. OBLIGATIONS OF THE APPLICANT**

4.1. Wherever possible applications for any positions are to be made no later than 5 (five) weeks prior to the date of departure. However, upon the request of the APPLICANT, ROAST.jobs may find a position within 15 days provided that the APPLICANT is able to fill that position on such short notice. In this latter event the APPLICANT shall waive their right to cancel

these Terms and Conditions in writing, upon registration or at the request of ROAST.jobs.

4.2. The APPLICANT is solely responsible for implementing any administrative procedures necessary for the entry into, and retention in, the Territory (identity papers, insurance, social security registration, etc.)

4.3. The APPLICANT undertakes to loyally perform their obligations and to seek in good faith all possible solutions to achieve a swift resolution of potential problems or difficulties that may arise in connection with the Services.

4.4. The APPLICANT is also committed to cooperate with ROAST.jobs and in particular to:

- Timeously provide all documentation and information ROAST.jobs may request from time to time in connection with the provision of Services
- respect the departure date requested on the application form
- be contactable by telephone and email as long as the Services are provided by ROAST.jobs and respond to the requests of ROAST.jobs within 48 hours.

4.5 The CANDIDATE undertakes to notify ROAST.jobs within two working days (Mon-Fri) of discovering any issue that may result in the operation of Article 7 below and to provide all reasonable assistance to ROAST.jobs in reaching an amicable resolution with the Employer.

4.6 The obligations under Article 4 are express warranties the breach of which entitling ROAST.jobs in its absolute discretion to terminate the provision of the Services with immediate effect.

### **5. FINANCIAL CONDITIONS**

5.1. The cost of the Services charged from time to time is priced in euros and is to be paid online and upon registration of the APPLICANT.

5.2. Post-application and pre-departure date amendments in connection to dates; duration or selected country) are subject to a € 90 excluding tax administrative charge.

## 6. CANCELLATION POLICY

6.1. ROAST JOBS will refund the price of the Services in the event that:

- the APPLICANT should exercise their right to cancel as provided below, unless an Employer has in that period either already confirmed in writing its recruitment conditions or made an employment/ internship offer in writing, in which case no refund will be made;
- no job offer / internship corresponding to the APPLICANT's requests as formulated in the application (position, duration and country) is provided at the time of anticipated departure. For the purpose of this clause, only the following criteria shall be taken into account: location (country), position and length of employment / internship.

6.2. In any event, no refund will be made if the APPLICANT:

- refuses a position corresponding to the application request
- fails to comply with the terms of Article 4 of the Terms
- shortens or cancels his or her stay as a result of an emergency or due to personal issues (illness, family problems, transport or other) or is dissatisfied with the Employer, colleagues or the employment's location
- found a job/internship on his/her own after completing his /her registration
- posts negative reviews on social networks or forums in relation to either ROAST.jobs; the Services; or the Employer..

6.3. The APPLICANT has the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of ROAST.jobs' receipt of your application or other confirmation of such acceptance from you. To exercise the right to cancel, you must inform us, at [info@roastjobs.co.uk](mailto:info@roastjobs.co.uk), of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). You may cancel this Agreement under this Paragraph by sending your notice in the following format.

*"To ROAST.jobs I hereby give notice that I cancel my contract for the supply of your services as detailed within the Agreement dated (insert date of registration)*

*Identify name and address of APPLICANT.*

*Electronic signature of APPLICANT*

*Date"*

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. We reserve the right to postpone undertaking any services pursuant to this agreement until the fifteenth day of the entering into of his agreement.

You may otherwise terminate our services at any time by giving us reasonable written notice. We may stop acting for you if we have good reason to do so and we will usually notify you in these circumstances.

Notwithstanding termination you must pay us for the work carried out by us up to the date of termination and we may keep all the materials we are entitled to retain until our bills and any outstanding interest have been fully paid.

## 7. RELOCATION OF AN APPLICANT

7.1 ROAST.jobs will use its best efforts to relocate the APPLICANT another Employer in the following circumstances:

- the wrongful termination of the contractual relationship by an Employer with the APPLICANT.
- in the event of the Employer fundamentally deviating from the advertised job description.

ROAST.jobs will only contribute to the relocation based on the same criteria as those indicated in the initial application: country, position, duration.

Any changes to these criteria will require the APPLICANT to file a new application.

7.2 Unless the APPLICANT wishes to file a new application, ROAST.jobs will not relocate the APPLICANT if he / she:

- is dissatisfied with the Employer or the employment arrangements save where such arrangements amount to a fundamental deviation from the advertised job description
- is dissatisfied with the employment's location (too distant from a city)
- resigns from their position contrary to Article 4.5 or otherwise resigns without ROAST.jobs being given reasonable notice to explore a resolution of the dispute with the Employer.
- must leave as a result of, illness or other personal obligation
- has has a change of mind for any reason or has found a job on his/her own
- is responsible for the posting of negative reviews on social networks or forums where such postings are not made honestly and in good faith.

## 8. LIABILITY (LIMITATION)

8.1. ROAST.jobs as an intermediary, is wholly independent from the Employer and shall not be held liable for any losses, damages suffered howsoever arising in connection with the contractual relationship entered between the Employer and the APPLICANT:

A non-exhaustive list of such matters which the APPLICANT is to address with the Employer directly include:

- if the Applicant is not paid by the Employer and / or if the work contract is not respected by the Employer
- if the accommodation or food provided by the Employer is of poor quality and / or does not match the description provided by the Employer

These concerns will be addressed by the APPLICANT directly with the Employer who is solely responsible for the offers they make and the actions they undertake.

8.2 Insofar as the APPLICANT is responsible for their own travel arrangements into the Territory and for any related costs, the APPLICANT is in particular, invited to take out a suitable policy of insurance that covers the entire duration of their stay and all eventualities thereof.

8.4 In all cases, ROAST.jobs is not liable for any consequential damages, savings or anticipated savings, increased costs and expenses, postponement or disruption in the schedule of the APPLICANT that may result from the provision by ROAST.jobs of the Services.

8.5 The liability of ROAST.jobs in connection with any and all damage or losses suffered in any way whatsoever connected to this Agreement is limited to the sums actually paid by the APPLICANT to ROAST.jobs for the Services.

## 9. PRIVACY POLICY

ROAST.jobs collects and processes the personal data of users in accordance with EU General Data Protection Regulation 2016/679 (GDPR) with regard to the processing of personal data and on the free movement of such data (hereinafter -after, "the **Regulations**").

### **I. Purpose for collecting personal data**

1. All information collected is processed for the purpose of rendering the Services.
2. The data collected may also be used for statistical studies or analysis.
3. Finally, the collected data are likely to be processed by ROAST.jobs and / or by its commercial partners, for commercial prospection or solicitation purposes.

### **II. Legal basis for the data processing**

The processing of user data is based on the execution of a contract.

However, the processing may also be based on the consent of the users concerned by the treatment, when such consent is required (for example, for the use of their data for commercial prospecting purposes).

### **III- Data source**

Data is collected:

- Either directly from the users concerned (for example when an APPLICANT completes his/her profile on the platform);
- Or on publicly available sources, such as professional social networks or sites and applications for job offers (as regards data relating to the APPLICANT's professional experience, academic background and skills).

### **IV. recipients**

The recipients of this data are:

- ROAST.jobs
- users of the platform;
- commercial partners of ROAST.jobs;
- contractors of ROAST.jobs (such as the hosting provider).

ROAST.jobs ensures that the recipients of the data offer serious guarantees regarding the security and confidentiality of the personal data transmitted to them by the APPLICANTS.

### **V. Data transfer outside the European Union**

Data is mainly processed within the European Union.

Nevertheless, some data may be transferred outside the European Union.

In this case, ROAST.jobs will take reasonable steps to ensure that these transfers are made to countries with a sufficient level of protection, or that they benefit from legal tools that guarantee these transfers with a level of protection in line with European requirements (such as Standard Contractual Clauses of the European Commission, and / or the accession of the recipient entities to the Privacy Shield, when located in the United States).

### **VI. Data retention**

In the event of an unsuccessful application, the APPLICANT will be asked whether they wish to keep their profile for a maximum duration of five (5) years, in order to give them the opportunity to request its destruction.

If the APPLICANT does not request for their destruction, ROAST.jobs retains the right, in its absolute discretion, to destroy the data after six months following the provision of the Services and no later than five (5) years after its use for any solicitation purpose save where the Applicant has requested its earlier destruction.

As soon as a user's account is deactivated, all the data associated with his/her profile will be automatically and permanently deleted by ROAST.jobs.

### **VII. Rights of the user concerned by the treatment**

The user concerned by the treatment has, with regard to the processing of his/her personal data, a right of access, opposition, rectification and erasure.

In addition, the user has the right to communicate to ROAST.jobs instructions defining how he/she wishes his/her personal data to be processed after his/her death (for example by indicating whether he/she wishes the data to be kept, erased, or communicated to a designated third party).

He/she may, if necessary, request the erasure of personal data that were collected when he/she was a minor.

The user may also exercise his/her right to the limitation of treatment and his/her right to the portability of his/her personal data, as provided by the Regulation.

He/she also has the right to withdraw his/her consent to the processing of his/her personal data (for any treatment based on his/her consent).

Finally, the user can assert his/her right not to be the subject of a decision based exclusively on automated processing (such as profiling for example) producing legal effects affecting or significantly affecting it.

He/she also has the right to lodge a complaint with a supervisory authority regarding the processing of his personal data.

The exercise of these rights will be done by transmitting the request to ROAST.jobs:

- E-mail to the following address: info@roastjobs.co.uk
- By mail to the following address: 90 York Way, N1 9AG, London, United Kingdom

## **VIII. Cookies**

A "cookie" is a computer file intended to collect information from your device.

As part of its activity, ROAST.jobs uses different types of cookies, including:

- session cookies to allow users to avoid having to log in each time they log in on the same day on the ROAST.jobs platform;
- audience measurement cookies (Google analytics type);
- social network cookies;
- advertising cookies.

The lifetime of these cookies does not exceed thirteen (13) months.

Users may access all the information contained in the files in connection with the cookies used by ROAST JOBS, in accordance with the conditions set out in Article VII above. Users may, if they wish, oppose the use of these cookies by selecting the appropriate browser settings of their device to disable them (the help topic of the browser used specifies the procedure to follow).

## **11. DISPUTE AND APPLICABLE LAW**

The Contract is governed by French law.

Any dispute or disagreement between the Parties in relation to the Contract that cannot be settled amicably between the Parties will be brought before the competent courts.