



THE GIFTED CONSULTANTS

Terms of Use

www.thegiftedconsultants.com | International Recruitment Services

Effective Date: June 2026 | Version 1.0

1. Acceptance of Terms

By accessing or using the website at www.thegiftedconsultants.com (the 'Website'), completing any application or eligibility form, communicating with us via email or WhatsApp, or otherwise engaging with The Gifted Consultants (Pty) Ltd ('we', 'us', 'our'), you agree to be bound by these Terms of Use ('Terms').

If you do not agree to these Terms, you must not access or use the Website or our services.

These Terms should be read alongside our Privacy & Data Protection Policy, which governs how we collect and use your personal data.

2. About Us

The Gifted Consultants (Pty) Ltd is an international recruitment company registered in South Africa, specialising in sourcing and placing skilled candidates with employers in Europe, primarily the Netherlands.

Registration No.: 2015 / 149497 / 07

Registered Office: 70 Buckingham Terrace, 1st Floor Pharos House, Westville, KwaZulu-Natal, 3629, South Africa

Telephone: +27 87 265 6714

Email: info@thegiftedconsultants.com

3. Nature of Our Services

We operate as a recruitment intermediary. Our role is to:

- Screen and assess candidate eligibility for international job placements
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- Match suitable candidates to available vacancies with our European employer partners
- Facilitate the referral of shortlisted candidates to our EU-based placement partner
- Provide general information about working abroad through our website and communications

Important: *We do not guarantee employment. Our services facilitate introductions between candidates and employers. The final hiring decision rests solely with the employer.*

We do not charge candidates any fees for our recruitment services. We are remunerated by employers and/or our placement partner upon successful placement.

4. Eligibility to Use Our Services

Our services are intended for adults aged 18 years and over who are legally entitled to seek employment. By using our services, you confirm that:

- You are at least 18 years of age
 - You have the legal right to seek employment and to provide us with your personal data
 - All information you provide is accurate, truthful, and up to date
 - You understand that false or misleading information may result in disqualification and cancellation of any placement
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5. Candidate Obligations

When using our Website or engaging with our services, you agree to:

- Provide accurate, current, and complete information at all times
 - Notify us promptly of any changes to your circumstances, availability, or contact details
 - Not misrepresent your qualifications, work experience, licences, or immigration status
 - Not submit applications on behalf of another person without their knowledge and explicit consent
 - Engage with us and prospective employers in a professional and respectful manner
 - Not use our Website or services for any unlawful, fraudulent, or harmful purpose
 - Not transmit any viruses, malware, or other harmful code through our digital channels
 - Respect the intellectual property rights described in Section 8 of these Terms
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6. Website Use & Acceptable Conduct

You may use this Website for lawful, personal, non-commercial purposes only. You must not:

- Attempt to gain unauthorised access to any part of the Website, its servers, or related systems
 - Use automated tools, bots, or scripts to scrape, extract, or collect data from the Website
 - Reproduce, duplicate, copy, sell, or exploit any portion of the Website without our prior written consent
 - Post or transmit content that is defamatory, offensive, discriminatory, or otherwise unlawful
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- Impersonate any person or entity, or misrepresent your affiliation with any person or entity
 - Use the Website in any way that disrupts, damages, or impairs its functionality or availability
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7. Third-Party Platforms & Forms

Our eligibility questionnaire is hosted by Tally.so, an independent third-party platform. By completing our application form, you are also subject to Tally.so's own terms and privacy policy. We recommend reviewing those policies before submitting your application.

Our Website may link to third-party websites, including employer websites and industry resources. These links are provided for convenience only. We are not responsible for the content, accuracy, or privacy practices of any third-party website, and their inclusion does not imply endorsement by The Gifted Consultants.

We communicate with candidates via WhatsApp (Meta Platforms). Your use of WhatsApp is subject to Meta's own terms and privacy policy.

8. Intellectual Property

All content on this Website, including text, graphics, logos, icons, images, and the overall design and layout, is the intellectual property of The Gifted Consultants (Pty) Ltd and is protected by applicable copyright and intellectual property laws.

You may view and download content for personal, non-commercial use only. You must not:

- Reproduce, republish, or redistribute any Website content without our prior written permission
 - Remove or alter any copyright, trademark, or other proprietary notices
 - Use our brand name, logo, or trademarks in any way that could cause confusion or imply endorsement without our consent
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9. Disclaimers

9.1 No Employment Guarantee

We make no guarantee that use of our services will result in employment or placement. Outcomes depend on candidate suitability, employer requirements, and other factors outside our control.

9.2 Accuracy of Information

We endeavour to keep Website content accurate and up to date. However, we make no warranties regarding the accuracy, completeness, or fitness for purpose of any information on this Website. Job availability, salary ranges, and employer requirements may change without notice.

9.3 Service Availability



We do not guarantee uninterrupted or error-free access to the Website. We reserve the right to suspend, withdraw, or modify our Website or services at any time without notice.

10. Limitation of Liability

To the fullest extent permitted by applicable law, The Gifted Consultants (Pty) Ltd shall not be liable for:

- Any loss of employment opportunity, income, or earnings arising from use of our services
- Any indirect, incidental, consequential, or special damages arising from your use of the Website
- Any loss or damage caused by events outside our reasonable control, including technical failures, cyberattacks, or force majeure events
- The conduct, acts, or omissions of any employer, client, or third party to whom you are referred

Nothing in these Terms limits our liability for fraud, gross negligence, death, or personal injury caused by our negligence, or any other liability that cannot be excluded or limited under applicable law.

11. Data Protection

Our collection, use, and protection of your personal data are governed by our Privacy & Data Protection Policy, which forms part of these Terms and is available at www.thegiftedconsultants.com/privacy-policy. By using our services, you acknowledge that you have read and understood our Privacy Policy.

12. Withdrawal from the Recruitment Process

You may withdraw at any time by contacting info@thegiftedconsultants.com. Retained data will be handled in accordance with our Privacy Policy.

We reserve the right to remove a candidate from our process if:

- Inaccurate, misleading, or fraudulent information has been provided
 - The candidate no longer meets eligibility requirements for available vacancies
 - The candidate's conduct is unprofessional, abusive, or otherwise in breach of these Terms
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13. Governing Law & Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the South African courts.

Candidates in the EU, UK, or USA retain all applicable statutory rights under the laws of their jurisdiction, which are not affected by this clause.



14. Changes to These Terms

We reserve the right to update these Terms at any time. The current version is always available at www.thegiftedconsultants.com/terms. Material changes will be communicated to active candidates by email or prominent website notice. Continued use of the Website after changes take effect constitutes your acceptance of the revised Terms.

15. Contact Us

The Gifted Consultants (Pty) Ltd

Email: info@thegiftedconsultants.com | Tel: +27 87 265 6714

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