



Recruit4Talent Limited Terms of Business

These terms of business (“**Terms**”) form a binding agreement between the Client and Recruit4Talent Limited (company number 7715160) whose registered office is at Meriden Hall, Main Road, Meriden, CV7 7PT (“**Recruit4Talent**”) for the Services. These Terms, the terms of the relevant Jobboard(s) (as in force from time to time) (“**Jobboard Terms**”) and the covering email to which these Terms are attached, and all its other attachments (“**Email**”) form the entire contract between the Client and Recruit4Talent (“**Agreement**”), unless varied by agreement and confirmed in writing. They supersede all prior agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement. The Jobboard Terms shall prevail over these Terms and the Email. In the event of inconsistency between these Terms and the Email, the Email shall prevail.

In these Terms:

“**Advertisement**” means an advertisement for a single job of the Client’s and advertised in one Jobboard and one sector (therefore, a single vacancy being advertised in multiple Jobboards, or under multiple sectors, constitutes multiple Advertisements)

“**Client**” means the person, firm or corporate body requesting the Services.

“**Inventory**” means the inventory offered by the Jobboard(s) including, but not limited to, advertising space on the Jobboard(s) and CV database licences.

“**Jobboard(s)**” means one (or more) online jobboard specified by the Client on the Sales Order Form.

“**Sales Order Form**” means the form attached to the Email which the Client uses to request Services, or any other form provided by Recruit4Talent for this purpose.

“**Services**” means the service offered by Recruit4Talent to the Client whereby:

- Recruit4Talent liaises with the Jobboard(s) on the Client’s behalf so as to assist it with setting up an account and securing the Client’s initial requested Inventory; and
- Recruit4Talent assists the Client with the administration of its account and with contacting the Jobboard(s).

The headings used in these Terms are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

1. AGREEMENT

1.1 These Terms are binding on the Client from the date that the Client submits an Sales Order Form to Recruit4Talent, by whatever method.

1.2 These Terms are in addition to the Jobboard Terms, which are available direct from the website of the Jobboard(s).

The Client is strongly advised to read and regularly check the Jobboard Terms.

Recruit4Talent is under no obligation to inform the Client of any alterations to the Jobboard Terms.

1.3 The Client warrants that it has authority to enter into this Agreement and has obtained all necessary approvals to do so.

1.4 If any provision in this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of Recruit4Talent it may be severed from this Agreement, but the remaining provisions of it shall remain in full force and effect.

1.5 This Agreement shall apply until the date stated on the Sales Order Form and cannot be terminated early unless one of the situations in clause 7 applies. In advance of the expiry of the Sales Order Form, if required or requested, Recruit4Talent will contact the Client via email with the

details of any updated fees and with any updated terms of business of Recruit4Talent. If the Client submits an Sales Order Form after receiving this email, it shall be deemed to be the Client's acceptance to renew this Agreement on the terms of the updated terms of business attached to the email.

2. SERVICES

- 2.1 Recruit4Talent will provide the Services in accordance with these Terms.
- 2.2 The Client agrees to the Services using the Sales Order Form. Once an Sales Order Form is received, Recruit4Talent will set up a user account on the Jobboard(s) requested and will buy, on the Client's behalf, the Client's initial requested Inventory, as specified on the Sales Order Form. The Client will be informed of the account's username and password and is then free to use the Jobboard(s) as required.
- 2.3 Pricing for the Services will be as detailed below in clause 3. At the discretion of Recruit4Talent, discounts may also apply to an order, as detailed below in clause 3.
- 2.4 Where specified in the Email, the Client's initial purchase of Inventory from the Jobboard(s) is deemed to be a fixed minimum amount of that Inventory for the set period specified in the Email. See below in clause 3 the pricing implications of this.

3. PRICING AND DISBURSEMENTS

- 3.1 The fees charged in relation to the Services are set out in the Email. The fees may be fixed for a period of time at the discretion of Recruit4Talent. Where any fees are fixed, this will be stated in the Email. All pricing is subject to VAT at the prevailing rate.
- 3.2 The Client's initial purchase of Inventory from Recruit4Talent or the Jobboard(s) is deemed to be a fixed minimum amount for the period set out in the Email (if any). Where the Client fails to use its requested Inventory, it will be lost and the Client has no right to reimbursement for any such unused Inventory.
- 3.3 If the Client wishes to order additional Inventory, it may do so at any time by contacting Recruit4Talent, who will inform the Client of the price payable for such additional Inventory, which may be different from the price paid initially.
- 3.4 The fees are subject to review annually and Recruit4Talent reserves its right to review its fees at other times. The Client will be notified in writing of any increase in fees during the course of the provision of the Services to the Client.
- 3.5 Discounts may be applied at the discretion of Recruit4Talent and subject to such conditions as Recruit4Talent may desire to apply. Discounts are only available when the Client pays by direct debit. The amount and terms of any discount to be applied to the Client's order will be set out in the Email.
- 3.6 Unless otherwise agreed in writing, the payment terms below will apply.

4. PAYMENT TERMS

- 4.1 Recruit4Talent will send the Client an invoice for the fees payable for the Services. The Client agrees to pay Recruit4Talent within 14 days of the date of such invoice.
- 4.2 Invoices shall be sent either in advance of the commencement of this Agreement, or upon receipt of the signed Sales Order Form or confirmation via email by The Client.
- 4.3 All sums not paid by the due date shall bear interest on amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate of the Bank of England at the time being in force calculated on a daily basis.
- 4.4 If the Client fails to pay any invoices by the due date, Recruit4Talent reserves the right to terminate this Agreement without any liability and clause 8 shall apply.
- 4.5 All sums payable pursuant to this Agreement are exclusive of any VAT or any other sales tax or duties, which, where applicable, shall be payable by the Client to Recruit4Talent in addition.

5. LIMITATION OF LIABILITY

- 5.1 Recruit4Talent shall use reasonable skill and care in performing the Services, however the Client acknowledges that, in order to provide the Services, Recruit4Talent requires certain information from the Client. Recruit4Talent shall therefore not be liable for any loss, claim, damage, cost and/or expense that is caused by any errors in provision of the Services that are due to the provision of incorrect or inaccurate information by the Client.
- 5.2 The Client acknowledges that the Services involve linking to, accessing and using websites run by the Jobboard(s). The Client's use of such websites is subject to the relevant Jobboard Terms in each case and it is the Client's responsibility to ensure its familiarity with the Jobboard Terms. The Client further acknowledges that Recruit4Talent has no control over the contents of such websites and Recruit4Talent shall therefore not be liable for any loss, claim, damage, cost and/or expense suffered by the Client on account of its use of the websites of the Jobboard(s).
- 5.3 Recruit4Talent is under no obligation to keep the Client informed of changes to the Jobboard Terms and will not be liable to the Client for any loss, claim, damage, cost and/or expense that it incurs on account of any alteration to the Jobboard Terms.
- 5.4 Recruit4Talent shall not be liable for any loss, claim, damage, cost and/or expense suffered by the Client arising out of, or in connection with, any Inventory provided by the Jobboard(s) (including, without limitation, any loss associated with any Advertisement(s) that the Client places on the Jobboard(s) and any inaccurate data received by the Client via a CV database licence).
- 5.5 The total liability of Recruit4Talent to the Client for any act or omission of Recruit4Talent, its servants or agents relating to these Terms shall not exceed the amount paid by the Client for the Services. Without limiting the foregoing, Recruit4Talent shall not be liable for any loss of profits, revenue or business or for indirect or consequential loss.
- 5.6 Recruit4Talent does not exclude liability for death or personal injury arising from its own negligence, or for anything else that by law cannot be restricted or excluded.

6. CLIENT WARRANTIES & INDEMNITIES

- 6.1 The Services are provided to the Client for its own purposes only and must not be passed on to any third party without Recruit4Talent's prior written consent. No third party rights are created by this Agreement. The Client will indemnify Recruit4Talent in respect of any loss, claim, damage, cost and/or expense incurred on account of a transfer or assignment by the Client in contravention of this clause 6.1.
- 6.2 The Services are provided to named personnel of the Client only. The Client warrants that only employees of the Client will request the Services from Recruit4Talent. The Client will indemnify Recruit4Talent against any loss, claim, damage, cost and/or expense that it incurs as a result of a breach by the Client of this clause 6.2.
- 6.3 The Client warrants that it will comply in all respects with the Jobboard Terms and will indemnify Recruit4Talent against any loss, claim, damage, cost and/or expense that it incurs in respect of a breach of this clause 6.3 by the Client.
- 6.4 The Client will indemnify and hold harmless Recruit4Talent from and against any costs, claims, losses, expenses and/or damages relating to any other breach of this agreement by the Client not otherwise set out in this clause 6.
- 6.5 The Client understands that the Jobboard(s) do not allow reselling of online advertising without the Client adding value to the service and as such confirms that it places any Advertisement to support provision of a full recruitment service (including placement of temporary, contract and interim workers; and fixed fee, contingency and retained permanent recruitment services) in the role of an Employment Agency or Employment Business (as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003).
- 6.6 The Client is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold Recruit4Talent harmless accordingly.

- 6.7 The Client must ensure that any Advertisements comply with their obligations under the Employment Agencies Act 1973, the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and any other relevant legislation, guidance or code of practice.
- 6.8 The Client agrees to deal fairly and professionally with individuals who may respond to an Advertisement and to indemnify Recruit4Talent from and against any costs, claims, losses, expenses and/or damages suffered by it in connection with any claim brought by an individual against Recruit4Talent arising from a breach of this obligation or any other term of this Agreement.

7. TERMINATION

- 7.1 This Agreement shall terminate immediately:
- On the bankruptcy, liquidation (other than members' voluntary liquidation purely for the purpose of amalgamation or construction), administration or levying of any distress against the Client or arrangement with its creditors; or
 - If the Client or Recruit4Talent commits a material breach of any obligation under this agreement, or any breach which is capable of remedy and which is not remedied within 30 days of the party in breach receiving notice from the innocent party.
- 7.2 Recruit4Talent reserves the right to cancel any order without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver over the whole or substantial part of the Client's assets, or any indication whatsoever of financial difficulties.

8. CONSEQUENCES OF TERMINATION

- 8.1 In the event of termination on any of the grounds listed in clause 8, the Client shall pay to Recruit4Talent immediately all arrears of payment and any other sums due under the terms of this Agreement.
- 8.2 The termination of this Agreement shall mean the immediate cancellation of the Client's account with the Jobboard(s) and the removal of all Advertisements placed with the Jobboard(s)

9. INTELLECTUAL PROPERTY

- 9.1 All intellectual property (including copyright) in any document or campaign created by Recruit4Talent will remain vested in Recruit4Talent together with any pre-existing or proprietary information and will not be transferred to the Client. Recruit4Talent asserts the right to be identified as the author of, and to object to the misuse of, any such document.
- 9.2 The Client grants Recruit4Talent (free of charge) a licence to use any of its intellectual property which is required for the delivery of the Services.
- 9.3 Nothing in these Terms shall act, be deemed to act or shall be interpreted as a grant or transfer of any intellectual property rights of the Jobboard(s) to the Client. The extent of the Client's rights in the intellectual property of the Jobboard(s) (if any) will be as set out in the Jobboard Terms.
- 9.4 The Client will indemnify and hold harmless Recruit4Talent from and against any claim, loss, damage, cost and/or expense that is incurred by Recruit4Talent on account of the Client's breach of the intellectual property rights of the Jobboard(s) or any other third party.

10. FORCE MAJEURE

- 10.1 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations or any other cause beyond the reasonable control of the parties or either of them, which renders the performance of this agreement impossible.

11. NOTICES

11.1 Any notices or other document to be given under these Terms shall be in writing delivered personally or by first class post and addressed to the party to whom it is intended; alternatively it may be sent by facsimile or by email to such number or email address as the parties shall designate. Any notice, demand or other communication shall be deemed to have been received:

- In the case of posting, three (3) days after the date of posting
- If served personally or by facsimile or email before 4 pm, on the day of delivery or transmission
- If sent by facsimile or email after 4 pm, on the day following the day of transmission.

12. TIME

12.1 Time shall not be of the essence in the provision of the Services.

13. GENERAL

13.1 The parties to this Agreement are independent businesses and nothing in this Agreement or by virtue of performing it shall be taken as creating a relationship of agent to principal, employer to employee or partnership or joint venture between Recruit4Talent and the Client. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other, and it is intended that both parties shall retain their independence.

14. SURVIVAL

14.1 Those clauses of this Agreement that, whether expressly or by implication, are stated to survive the termination of this Agreement (howsoever terminated) shall so survive.

15. GOVERNING LAW

15.1 This Agreement, and the relationship of the parties in connection with the subject matter of this Agreement, shall be governed and determined in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England in relation to any legal action or proceedings arising out of or in connection with this Agreement.