

## Candidate Source Ltd Terms of Business

These terms form a binding agreement between The Client and Candidate Source Limited (company number 7301736) whose registered office is at Suite 3, 24 High Street, Ruddington Nottingham NG11 6EA (“Candidate Source”) for the Services. These terms and the attached Schedule (the “Schedule”) form the entire contract between The Client and Candidate Source 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. In the event of inconsistency between these terms and the Schedule these terms shall prevail.

In these terms:

“**The Client**” means the person, firm or corporate body wishing to use the Services

“**Services**” means advertising services provided by Candidate Source which may be more particularly detailed in the Schedule

“**Applicant Tracking System**” means the password protected online applicant tracking functionality available via the company’s website to registered clients to assist them with tracking and managing their own advertisement response

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 the Client submits a request for Services to Candidate Source by email, telephone or in person. The Client warrants that it has authority to enter into this agreement and has obtained all necessary approvals to do so.
- 1.2 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 Candidate Source it may be severed from this agreement but the remaining provision of this agreement shall remain in full force and effect.

### 2. PRICING AND DISBURSEMENTS

- 2.1 The fees charged in relation to the Services will be confirmed in writing prior to commencement of the Services either via the client pricing page on our website or by email.
- 2.3 The fees are subject to review annually and Candidate Source 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.
- 2.3 In addition to the fees, Candidate Source reserves the right to charge any disbursements including out-of-pocket expenses incurred or to be incurred on The Client’s behalf in providing the Services to The Client.

- 2.4 Volume discounts where applicable apply only to orders placed in advance, completed within the agreed period and paid for in full in advance of placement of the first advertisement. Where The Client fails to use such advertisements within the agreed period, unused advertisements will be lost and The Client relinquishes the right to reimbursement for any such unused advertising.
- 2.5 Payments made via PayPal will incur a 4% uplift on quoted prices to cover the cost of processing the payment.

### **3. PAYMENT TERMS**

- 3.1 Candidate Source will send The Client an invoice for the fees payable for the Services. The Client agrees to pay Candidate Source within 14 days of the date of such invoice except where advance payment is required.
- 3.2 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.
- 3.3 If the Client fails to pay any invoices by the due date the Company reserves the right to terminate the agreement without any liability and upon such termination all unpaid invoices which have not as yet become due for payment shall immediately become payable in full.

### **4. THE CANDIDATESOURCE.UK.COM WEBSITE**

- 4.1 The content of the website “[www.candidatesource.uk.com](http://www.candidatesource.uk.com)” does not constitute advice and should not be relied upon in making or refraining from making any decision.
- 4.2 Candidate Source reserves the right to change or remove (temporarily or permanently) the website or any part of it without notice and shall not be liable for any such change or removal.
- 4.3 Candidate Source reserves the right to remove details of advertisements and applications that have been held on the company’s online applicant tracking system for more than 6 months. Users of this functionality are solely responsible for saving the details of their advertisements and applications to their own systems within 6 months of the date placement of the advertisement to avoid loss of such data.
- 4.4 The website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and The Client acknowledges and agrees that Candidate Source is not responsible for the content or availability of any such sites.

### **5. LIMITATION OF LIABILITY**

- 5.1 Candidate Source shall use reasonable skill and care in performing the Services. Advice is given to The Client for its own purposes and must not be passed on to any third party without Candidate Source’s prior written consent. No third party rights are created by this agreement.
- 5.2 Candidate Source shall not be liable for any loss or damage suffered by The Client as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any advertising medium in which any advertisement is scheduled to be included. Proof reading of advertisements is the responsibility of The Client and once approved, Candidate Source will not be held responsible for any errors or omissions in the advertisement.

In the event of an error or omission by Candidate Source, which detracts materially from the advertisement, Candidate Source will offer to repost the advertisement. Candidate Source is unable to withdraw or amend an advertisement after publication without incurring a financial penalty and as such any amendments to advertisements received after publication will be charged at the rate of a new advertisement.

- 5.3 The total liability of Candidate Source to The Client for any act or omission of Candidate Source, its servants or agents relating to any advertisement shall not exceed the amount of a full refund of any price paid to Candidate Source for the advertisement. Without limiting the foregoing, Candidate Source shall not be liable for any loss of profits or business or for indirect or consequential loss. Candidate Source accepts no liability for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately the error occurs.
- 5.4 Candidate Source shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with us seeking an applicant for The Client or from the introduction to or engagement of any applicant by The Client or from the failure of Candidate Source to introduce any Applicant. For the avoidance of doubt, Candidate Source does not exclude liability for death or personal injury arising from its own negligence.

## **6. CLIENT WARRANTIES & INDEMNITIES**

- 6.1 The Client warrants that the advertisement does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the Race Relations Act 1976, the Sex Discrimination Act 1976 (both as amended), the Disability Discrimination Act 1995, the Employment Equality (Age) Regulations 2006, Equality Act 2010 and the Obscene Publications Act and also including any legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.
- 6.2 The Client will indemnify and hold harmless Candidate Source from and against any costs claims expenses and / or damages relating to any:
- Any claim that the Advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person;
  - Any breach of this agreement by the Client including without limitation clause 6.1.
- 6.3 Candidate Source reserves the right to withdraw and/or refuse to publish an advertisement without liability to The Client if it reasonably believes that the advertisement may make Candidate Source or The Client liable to any complaint, claim or proceedings.
- 6.4 The Client understands that the jobboards do not allow reselling of online advertising without The Client adding value to the service and as such confirms that it is placing the 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. Candidate Source reserves the right to remove any advertisements and terminate any future advertising arrangements with Clients found to be acting as resellers.

- 6.5 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 Candidate Source harmless accordingly.
- 6.6 Any Client who is either an employment agency or an employment business (as defined by the Employment Agencies Act 1973 ('the Act')) must ensure that advertisements comply with their obligations under the Act and the Conduct of Employment Agencies and Employment Businesses Regulations 2004.
- 6.7 The Client agrees to deal fairly and professionally with individuals who may respond to a recruitment related advertisement and to indemnify Candidate Source from and against any claim brought by an individual against Candidate Source arising from a breach of this obligation or any other of these terms and conditions. This obligation also relates to all applications received through Candidate Source's online applicant tracking system from the point at which the applicant applies for the vacancy.
- 6.8 As part of the "Ad Hoc" service, Candidate Source offers to filter the applications in line with the Client's vacancy criteria. Candidate Source is registered with the Information Commissioner's Office and as a Data Processor and the company fully endorses and adheres to the Principles of Data Protection as set out in the Data Protection Act 1998. The Client confirms that Candidate Source has permission to hold and process candidate information to support the provision of the filtering service. In addition, the Client confirms that it will process any information passed to it by Candidate Source in line with the requirements of the Data Protection Act and will indemnify Candidate Source against any liability the company incurs as a result of the Client's failure to act in accordance with the Principles of Data Protection set out in the Data Protection Act 1998.

## **7. ADVERTISEMENT RESPONSE**

- 7.1 Candidate Source does not guarantee any response to recruitment related Advertisements or that such response will be from individuals suitable for the job advertised. It is The Client's responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.
- 7.2 The Client shall satisfy itself as to the suitability of the Applicant and The Client shall take responsibility for referencing, obtaining identification, work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work. This obligation also relates to all applications received through Candidate Source's online applicant tracking system from the point at which the applicant applies for the vacancy.

## **8. TERMINATION**

- 8.1 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 Candidate Source 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.
- 8.2 Candidate Source 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.

## **9. CONSEQUENCES OF TERMINATION**

- 9.1 In the event of termination on any of the grounds listed in clause 8.1 The Client shall pay to Candidate Source immediately all arrears of payment and any other sums due under the terms of this agreement.
- 9.2 Copyright in any document created by Candidate Source will remain vested in Candidate Source together with any pre-existing or proprietary information and will not be transferred to The Client. Candidate Source asserts the right to be identified as the author of and to object to the misuse of any such document.

## **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 of either of them, which renders the performance of this agreement impossible.

## **11. NOTICES**

- 11.1 Any notices or other document to be given under this agreement 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 up to 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, partnership or joint venture between the Consultant 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 Clauses 6, 9 and 13 survive termination of this agreement.

## 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 non-exclusive jurisdiction of the courts of England in relation to any legal action or proceedings arising out of or in connection with this agreement.

### The Schedule for "The Ad Hoc Service"

This Schedule forms part of the agreement between the Candidate Source and The Client.

#### Description of Services:

Candidate Source provides an ad hoc online candidate sourcing service which includes:

- Professional copywriting of The Client's advert to manipulate job board search engines to ensure maximum exposure of your vacancy to relevant job seekers;
- Recommendation of which job boards should be used to deliver the best response;
- Publishing of The Client's advertisement for the period of 1 week on a package well-known mainstream job boards and a selection of the most appropriate niche job boards simultaneously;
- A turnaround time of 4 working hours from receipt of the full vacancy brief;
- Filtering your response and forwarding those applications that meet your vacancy criteria to the e-mail address of your choice or via the company's online applicant tracking system;
- Declining the unsuccessful candidates on your behalf.

In the event that The Client chooses to forego the filtering service, then The Client will receive all of the applications to their advertisement by email or via the company's online applicant tracking system. Candidate Source will not retain or use such applications for any other purpose or customer.

Candidate Source does not retain applications for clients who have not registered to use the company's online applicant tracking system. Candidate Source is unable to retrieve applications if the Client chooses to forgo the filtering service and instead have applications sent directly to their own email address.

Clients who have registered to use the company's online applicant tracking system will be able to retrieve applications from the system for a period of 6 months from the date of placing the advertisement. Please note that use of the applicant tracking system involves your vacancy being posted on the Candidate Source website. Advertisements posted on the Candidate Source website will always show the Client's name, logo and contact details.

Where the same vacancy is to be advertised for multiple locations or under multiple sectors, The Client will be required to purchase one advertisement for each location or sector.

Vacancies will be advertised under the Candidate Source brand and there is an explanation in the advertisement that the advertisement is placed on behalf of our Client who will receive and handle the application.

This package is only available to Recruitment Agencies and other Intermediaries and will not be sold directly to end users.

**Fees:**

Pricing is based on placement of your advertisement on our package of jobboards for the period of 1 week. We have a fixed price for individual advertisements which will be provided in writing prior to posting of your first advertisement.

Discounts are offered based on volume for placement of multiple adverts when bought in batches of either 10 or 20. Invoices for multiple advertisements will be issued on receipt of the order for the first advertisement and must be pre-paid in full in order to obtain the discount.

All pricing quoted will be subject to VAT the prevailing rate.

We accept payments by BACS, cheque or PayPal. Payments received through PayPal are subject to a 4% uplift on the agreed pricing.

**Submission of a vacancy for this service is deemed as acceptance of these terms and conditions which are correct at the date of issue.**