CANDIDATE SOURCE LTD
TERMS & CONDITIONS

These terms and conditions ("**Terms**") are the terms on which Candidate Source supplies the Services to the Client. These Terms supersede all other terms and conditions previously used by Candidate Source in connection with the supply of the Services, and apply to the exclusion of any terms and conditions which the Client purports to apply under any other document or which are implied by trade, custom, practice or course of dealing.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions apply:

Advertisement	means an advertisement for a single Vacancy which is created and published by Candidate Source on the Job Board(s) as part of the Services;
Agreed Purposes	means the sharing of Shared Personal Data of a Candidate in order for the Client and/or the End Client to assess the suitability of that Candidate for the Vacancy;
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force from time to time in the United Kingdom;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England when banks in London are open for business;
Candidate	means a candidate who responds to the Advertisement expressing interest in the Vacancy;
Candidate Source	means Candidate Source Limited a company incorporated and registered in England and Wales with company number 07301736, whose registered address is at Chandos House, School Lane, Buckingham, Buckinghamshire, MK18 1HD;
Client	means the recruitment agency which has agreed to purchase the Services from Candidate Source and whose details are set out in the Order Confirmation;
Client Materials	shall have the meaning set out in clause 5.13.8.2;
Commencement Date	shall have the meaning set out in clause 2.3;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as or should reasonably be understood to be confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to, the Contract;
Contract	means the agreement between Candidate Source and the Client for the supply and purchase of Services, incorporating these Terms and the Order Confirmation and including all their respective schedules, attachments, annexures and statements of work;
Contract Personnel	means, in relation to a party, all employees, officers, staff, other workers, agents and consultants of that party, its Affiliates and any of its or their sub-contractors, who are engaged by that party for the purposes of performing that party's obligations and exercising that party's rights under the Contract;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company;
Controller	shall have the meaning given to it in applicable Data Protection Laws;
Data Protection Laws	means, as binding on either party or the Services, all applicable data protection laws in force from time to time in the United Kingdom, including:

(a) the UK GDPR;

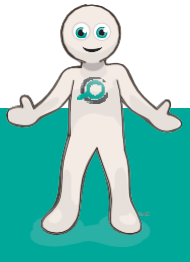
(b) the Data Protection Act 2018;

(c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), as amended;

(d) any laws which implement any such laws; and

(e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Subject	shall have the meaning given to it in applicable Data Protection Laws;
End Client	means the Client's client who has engaged the Client to advertise, and source candidates for, the Vacancy;
End Client Branding	means all brand names, brand images, logos, graphics, artwork, colours, and any other brand information and materials belonging to or relating to the End Client which are to be included in the Advertisement where Candidate Source has agreed in the Order Confirmation that the Advertisement is to be branded as the End Client's advertisement;
Fees	shall have the meaning set out in clause 4.1;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
Job Board	means, in relation to each Advertisement (a) a job board on which Candidate Source decides (in its sole discretion) to publish the Advertisement, or (b) a job board that the Client specifically requests (in the Order) the Advertisement to be published on and which is accepted by Candidate Source (in the Order Confirmation);
Order	means the Client's order for the Services which is submitted by any means (including via telephone or email, via Candidate Source's website or in person);
Order Confirmation	means the order confirmation email sent by Candidate Source to confirm its acceptance of the Order;
Personal Data	shall have the meaning given to it in applicable Data Protection Laws;
Permitted Recipients	means the parties to the Contract, the Contract Personnel of each party, and the End Client;
Processing	has the meaning given to it in applicable Data Protection Laws (and related expressions, including **process**, **processing**, **processed**, and **processes** shall be construed accordingly);
Processor	shall have the meaning given to it in applicable Data Protection Laws;



Services	means the Services set out in the Order Confirmation and to be performed by Candidate Source for the Client in accordance with the Contract;
Shared Personal Data	means the Personal Data of Candidates to be shared between the parties under these Terms. Shared Personal Data shall include the following categories of information about each Candidate: name and contact information; qualifications and employment experience; remuneration and financial details; and any other information set out in a CV or other documentation or information supplied by the Candidate when they registered with the relevant Job Board and/or provided to Candidate Source in response to an Advertisement;
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
Vacancy	means a vacancy for a job with an End Client, as set out in the Order Confirmation; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 **In these Terms, unless the context requires otherwise:**

1.2.1 any clause, schedule or other headings in these Terms is included for convenience only and shall have no effect on the interpretation of the Terms;

1.2.2 a reference to a '**party**' includes that party's personal representatives, successors and permitted assigns;

1.2.3 a reference to a '**company**' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4 words in the singular include the plural and vice versa;

1.2.5 a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation; and

1.2.6 any words following the terms '**including**', '**include**', '**for example**', '**in particular**' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 APPLICATION OF THESE CONDITIONS

2.1 These Terms are binding on the Client from the date the Client submits the Order.

2.2 The Order submitted by the Client to Candidate Source shall be an offer to purchase the services set out therein subject to these Terms.

2.3 **Candidate Source may accept or reject the Order at its discretion.** If Candidate Source is unable to accept the Order, it shall notify the Client as soon as reasonably practicable. The Order shall only be deemed to be accepted by Candidate Source on the earlier of:

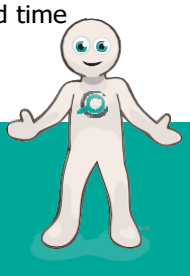
2.3.1 Candidate Source issuing the Order Confirmation; or

2.3.2 Candidate Source commencing performance of the Services,

at which point the Contract shall be formed (the '**Commencement Date**') incorporating the Order Confirmation and these Terms.

2.4 Rejection by Candidate Source of the Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Client.

2.5 Without prejudice to clause 2.3, Candidate Source will use reasonable endeavours to achieve a turnaround time of 4 hours from receipt of the Order to issuing the Order Confirmation, where the Order is received after 09:00 and before 13:00 on a Business Day. Where the Order is received outside of such hours, then the turnaround time will be 4 hours starting at 09:00 on the following Business Day. This turnaround time



is an estimate only and time is not of the essence for the performance of the Services.

2.6 Candidate Source may issue quotations to the Client from time to time. Quotations are invitations to treat only. They are not an offer to supply the Services and are incapable of being accepted by the Client.

2.7 Marketing and other promotional material relating to the Services are illustrative only and shall not form part of the Contract.

3 SERVICES AND ADVERTISEMENTS

3.1 Candidate Source will provide the Services in accordance with these Terms using reasonable care and skill.

3.2 Each Advertisement will be branded as Candidate Source's advertisement, unless otherwise requested by the Client in the Order and agreed by Candidate Source in the Order Confirmation. Where it is agreed by Candidate Source in the Order Confirmation that an Advertisement will be branded as an End Client's advertisement, then the Client shall promptly (and in accordance with any deadlines provided by Candidate Source) provide Candidate Source with the relevant End Client Branding, and the Client warrants that it has the right (and shall procure the right for Candidate Source) to use such End Client Branding on the Advertisement.

3.3 Candidate Source shall obtain the Client's prior approval before publishing an Advertisement on any Job Board. The Client shall respond to Candidate Source's request for approval promptly and in any event within 2 hours following receipt of such request.

3.4 Proof reading of each Advertisement is the sole responsibility of the Client and, once an Advertisement has been approved by the Client pursuant to clause 3.3, Candidate Source will not be held responsible for any errors or omissions in the Advertisement. Candidate Source is unable to withdraw or amend an Advertisement after publication on a Job Board without incurring a financial penalty and, as such, any amendments to an Advertisement after publication on a Job Board will be charged to the Client at the rate of a new Advertisement, save that, and subject always to clause 3.9, in the event of any error in an Advertisement which is solely caused by an act or omission of Candidate Source or a failure by Candidate Source to perform any of its obligations under the Contract, then Candidate Source will repost the Advertisement at no additional cost to the Client.

3.5 Where the Services include the filtering of responses by Candidates to an Advertisement (as set out in the Order Confirmation), Candidate Source will only select, and send the Client details of, Candidates that Candidate Source reasonably believes will be suitable for the relevant Vacancy (based on the information supplied by the Client in accordance with clause 5.13.8.2).

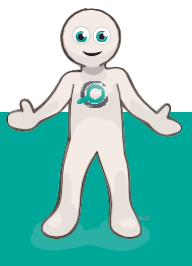
3.6 Where the Services do not include the filtering of responses by Candidates to an Advertisement (as set out in the Order Confirmation), Candidate Source will provide to the Client, and the Client will receive, a copy of every response to that Advertisement that Candidate Source receives following publication of that Advertisement. The Client acknowledges and agrees that Candidate Source will not retain copies (including any back-up copies) of such responses received and will therefore not be able to retrieve copies of such responses received if requested by the Client.

3.7 Any change to the scope of the Services (including the addition of Job Boards on which an Advertisement is to be published) which is requested by the Client after the Commencement Date must be agreed by Candidate Source in writing. Candidate Source may accept or reject any such change request at its discretion. The Client acknowledges and agrees that acceptance of any such change request may be subject to an increase in the Fees.

3.8 The Client shall:

3.8.1 cooperate with Candidate Source in all matters relating to the Services;

3.8.2 provide Candidate Source with such data, information, documentation and materials as Candidate Source may reasonably require in order to supply the Services (including all information that the Client (or the relevant End Client) requires to be included in each Advertisement (including a description of the relevant Vacancy and the name of the relevant End Client) and the required duration of each Advertisement) ('**Client Materials**'), and ensure that the Client Materials are complete and accurate in all respects;



3.8.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Services prior to the Commencement Date (including (if applicable) a licence from the relevant End Client to use the relevant End Client Branding); and

3.8.4 comply with any additional obligations set out in the Order Confirmation or otherwise in writing by Candidate Source.

3.9 If Candidate Source's performance of the Services or any of its obligations under the Contract ('**Relevant Obligations**') is prevented or delayed by any act or omission of the Client or any failure by the Client to perform any of its obligations under the Contract (a '**Client Default'**), then, without limiting or affecting any other right or remedy available to it:

3.9.1 Candidate Source shall have the right to suspend the performance of the Services or the Relevant Obligations until the Client remedies the Client Default, and may terminate the Contract if Candidate Source is not able to re-commence performance of the Services or the Relevant Obligations after the Client has remedied the Client Default, and in such circumstances the Client shall remain liable to pay the Fees and shall not receive a refund of any part of the Fees already paid, unless otherwise agreed by Candidate Source in writing;

3.9.2 Candidate Source shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Candidate Source's failure to perform or delay in performing the Services or the Relevant Obligations or termination of the Contract under clause 3.9.1; and

3.9.3 the Client shall reimburse Candidate Source on written demand for any costs or losses sustained or incurred by Candidate Source arising directly or indirectly from the Client Default.

4 FEES

4.1 The fees payable by the Client for the Services shall be set out in the Order Confirmation or otherwise calculated in accordance with Candidate Source's standard price list in force as at the date of the Order Confirmation (the **Fees**).

4.2 For the avoidance of doubt:

4.2.1 a single Advertisement that is published on more than one Job Board or under more than one sector shall constitute multiple Advertisements for the purpose of calculating the Fees; and

4.2.2 where the Client requests (in the Order) an Advertisement to be published on a specific Job Board, then this Service will be subject to higher Fees (as set out in the Order Confirmation).

4.3 The Fees are exclusive of VAT which the Client shall additionally be liable to pay to Candidate Source at the prevailing rate. The Client shall pay any applicable VAT to Candidate Source on receipt of a valid VAT invoice.

5 PAYMENT

5.1 Unless otherwise agreed by Candidate Source in writing, and subject to clause 5.2, Candidate Source shall invoice the Client for the Fees on or after issuing the Order Confirmation and the Client shall pay such invoice within 14 days of the date of the invoice.

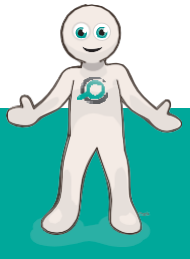
5.2 If Candidate Source requires a deposit or payment of the Fees (in whole or in part) prior to commencement of the Services, this will be set out in the Order Confirmation and requested at the discretion of Candidate Source. In such circumstances, Candidate Source will raise an invoice for such sums at the time of issuing the Order Confirmation and the Client shall pay such invoice immediately on receipt and in any event prior to the commencement of the Services.

5.3 The Client shall pay all invoices:

5.3.1 in full without any deduction, discount or set-off, except as required by law; and

5.3.2 to the bank account nominated by Candidate Source.

5.4 **Time of payment is of the essence of the Contract. Where sums due under the Contract are not paid**



in full by the due date for payment, then, without prejudice to any other rights and remedies of Candidate Source, Candidate Source may:

5.4.1 charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;

5.4.2 recover from the Client any fees incurred by Candidate Source (including debt recovery agency fees, legal fees and court costs) in recovering the overdue amount;

5.4.3 immediately revoke any discounted rates or entitlements;

5.4.4 immediately suspend the Services; and/or

5.4.5 terminate the Contract under clause 1514.1.3.

6 WARRANTIES AND INDEMNITIES

6.1 The Client is responsible for approving each Advertisement under clause 3.3. Accordingly, the Client is responsible for ensuring that, and represents and warrants that, each Advertisement:

6.1.1 does not contravene the British Code of Advertising Practice;

6.1.2 is not in breach of any Applicable Law, including the Employment Equality (Age) Regulations 2006, Equality Act 2010 and the Obscene Publications Act 1959 and also including any legislation or regulation relating to the provision of financial services which apply to specific advertisers, products or services;

6.1.3 complies with the Client's obligations under the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

6.1.4 is not defamatory or offensive in any way; and

6.1.5 does not infringe the Intellectual Property Rights or any other rights of any person.

6.2 **The Client will indemnify** Candidate Source on demand from and against any costs, claims, losses, expenses and / or damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by, or awarded against, Candidate Source, and/or for which Candidate Source may become liable, arising out of or in connection with any:

6.2.1 claim that an Advertisement infringes the Intellectual Property Rights or any other rights of any person or that it is defamatory or offensive; and/or

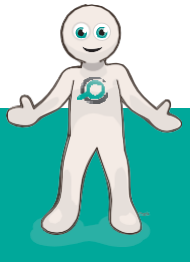
6.2.2 breach by the Client of any of the warranties set out in clause 6.1.

6.3 Candidate Source reserves the right to withdraw and/or refuse to publish an Advertisement, without liability to the Client, if Candidate Source reasonably believes or suspects that the Advertisement does not comply with the warranties set out in clause 6.1, in which case this shall constitute a Client Default and the provisions of clause 3.9 shall apply.

6.4 The Client understands that the Job Boards do not allow reselling of online advertising without the Client adding value to the service and as such confirms that it is placing each 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 all or any Advertisements and terminate the Contract, without liability to the Client, if the Client is found to be acting as a reseller.

7 ADVERTISEMENT RESPONSE

7.1 Candidate Source does not guarantee any response to an Advertisement or that any Candidates who have responded to an Advertisement are suitable for the relevant Vacancy. It is the Client's sole



responsibility to carry out such checks and procedures as are necessary to ensure that Candidates are suitable for each Vacancy and have the required qualifications, skills and experience and personal characteristics.

7.2 The Client shall satisfy itself as to the suitability of each Candidate and the Client shall take full responsibility for obtaining references, identification documents, work visas and permits and/or such other permissions to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permissions required by law of the country in which the Candidate is engaged to work.

7.3 The Client agrees to deal fairly and professionally with all Candidates who respond to each Advertisement and to indemnify Candidate Source from and against any costs, claims, losses, expenses and / or damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by, or awarded against, Candidate Source, and/or for which Candidate Source may become liable, arising out of or in connection with any claim or proceedings brought by a Candidate against Candidate Source arising from a breach by the Client of this obligation and/or the Client's handling of the Candidate's application for the relevant Vacancy.

8 INDEMNITY AND INSURANCE

8.1 The Client shall indemnify, and keep indemnified, Candidate Source from and against any claims, losses, damages, liability, costs or expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, and all other professional costs and expenses) suffered or incurred by, or awarded against, Candidate Source, and/or for which Candidate Source may become liable, arising out of or in connection with any breach by the Client of any of the Client's obligations under the Contract.

8.2 The Client shall have in place and maintain contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its potential liability under or in connection with the Contract. On request, the Client shall supply the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each such insurance policy. The Client shall on request assign to Candidate Source the benefit of each such insurance policy.

9 LIMITATION OF LIABILITY

9.1 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 Job Board on which an Advertisement is (or is scheduled to be) published.

9.2 Subject to clauses 9.4 and 9.5, the total aggregate liability of Candidate Source to the Client, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any act or omission of Candidate Source, its servants or agents relating to an Advertisement and/or arising under or in connection with the Contract, shall not exceed the amount of Fees actually paid by the Client to Candidate Source for the Services.

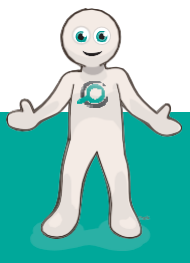
9.3 Subject to clause 9.5, Candidate Source shall not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

9.3.1 (if applicable) Candidate Source filtering responses to an Advertisement and selecting Candidates to introduce to the Client;

9.3.2 Candidate Source introducing a Candidate to the Client;

9.3.3 the introduction of any Candidate to an End Client or the engagement of any Candidate by an End Client; or

9.3.4 Candidate Source not receiving any responses or receiving a limited number of responses to an Advertisement.



9.4 **Subject to clause 9.5, Candidate Source shall not be liable for any of the following types of losses (whether direct or indirect):**

9.4.1 loss of profit or revenue;

9.4.2 loss or corruption of data or information;

9.4.3 loss of use;

9.4.4 loss of production;

9.4.5 loss of contract, sales or business;

9.4.6 loss of opportunity;

9.4.7 loss of savings, discount or rebate (whether actual or anticipated);

9.4.8 harm to reputation or loss of goodwill;

9.4.9 special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.5 **Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:**

9.5.1 death or personal injury caused by negligence;

9.5.2 fraud or fraudulent misrepresentation;

9.5.3 any other losses which cannot be excluded or limited by law.

10 INTELLECTUAL PROPERTY

10.1 All Intellectual Property Rights in each Advertisement (excluding any Client Materials and any End Client Branding) will remain vested in Candidate Source.

10.2 The Client hereby grants to Candidate Source a royalty-free, worldwide licence to use the Client Materials and each End Client Branding and any of the Client's Intellectual Property Rights which are required for the delivery of the Services. The Client warrants that it has all necessary rights in and to the Client Materials and each End Client Branding in order to grant the rights granted to Candidate Source under this clause.

10.3 The Client shall indemnify Candidate Source from and against any costs, claims, losses, expenses and / or damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by, or awarded against, Candidate Source, and/or for which Candidate Source may become liable, arising out of or in connection with the use of the Client Materials, each End Client Branding and/or the Client's Intellectual Property Rights by Candidate Source in connection with the Contract.

11 CONFIDENTIALITY AND ANNOUNCEMENTS

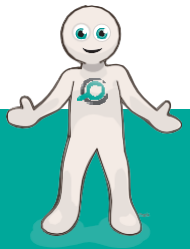
11.1 **The Client shall keep confidential all Confidential Information of Candidate Source and of its Affiliates and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:**

11.1.1 any information which was in the public domain at the date of the Contract;

11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

11.1.3 any information which is independently developed by the Client without using information supplied by Candidate Source or by any Affiliate of Candidate Source; or

11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.



11.2 This clause shall remain in force for a period of 3 years after termination of the Contract.

11.3 The Client shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or a regulatory authority.

11.4 To the extent any Confidential Information is Personal Data such Confidential Information may be disclosed or used only to the extent that such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 12.

12 PROCESSING OF PERSONAL DATA

with respect to the Shared Personal Data, and accordingly each party shall comply with all the obligations imposed on a Controller under the Data Protection Laws.

12.2 Without prejudice to the generality of clause 12.1, each party shall:

12.2.1 ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful transfer of the Shared Personal Data to the other party for the Agreed Purposes;

12.2.2 only process the Shared Personal Data for the Agreed Purposes; and

12.2.3 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients.

12.3 Each party shall assist the other in complying with all applicable requirements of the Data Protection Laws. In particular, each party shall:

12.3.1 promptly inform the other party about the receipt of any data subject access request relating to the Shared Personal Data;

12.3.2 provide the other party with reasonable assistance in complying with any such data subject access request; and

12.3.3 notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws relating to the Shared Personal Data.

12.4 The Client acknowledges and agrees that, in order to comply with the transparency requirements under the Data Protection Laws, Candidate Source will, on request from a Candidate, be required to disclose the name of the Client and (if applicable) the relevant End Client to the Candidate.

12.5 In the event that clause 12.1 becomes or will become inaccurate or incomplete before the termination or expiry of the Contract, the parties agree to negotiate in good faith to vary this clause as soon as reasonably practicable in order to: (i) reflect the Personal Data being shared between the parties; and (ii) ensure that the transmission and processing of such Personal Data complies with the Data Protection Laws.

13 FORCE MAJEURE

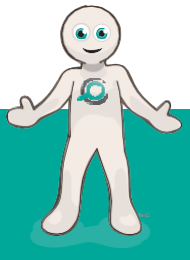
Neither party shall have any liability under, or be deemed to be in breach of, the Contract for any delays in the performance of, or failures to perform, the Contract which result from a Force Majeure event. The party subject to the Force Majeure event shall promptly notify the other party in writing of the commencement of the event and its expected duration. If the Force Majeure event continues for a continuous period of more than 14 days, either party may terminate the Contract by written notice to the other party.

14 TERMINATION

14.1 **Without prejudice to any other rights or remedies available to it, Candidate Source may terminate all or part of the Services or the Contract at any time with immediate effect by giving notice in writing to the Client if:**

14.1.1 the Client commits a material breach of the Contract and such breach is not remediable;

14.1.2 the Client commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of the Client receiving written notice of such breach from Candidate Source;



14.1.3 the Client has failed to pay any amount due under the Contract on the due date for payment;

14.1.4 Candidate Source's contracts with one or more Job Boards on which an Advertisement is to be published terminates for any reason; or

14.1.5 any consent, licence or authorisation held by the Client is revoked or modified such that the Client is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

14.2 **Without prejudice to any other rights or remedies available to it, Candidate Source may also terminate the Contract at any time with immediate effect by giving written notice to the Client:**

14.2.1 on the taking of any step by any person in connection with 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;

14.2.2 in the event of Candidate Source 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; or

14.2.3 if the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14.3 Without prejudice to any other rights or remedies available to it, Candidate Source may terminate the Contract at any time by giving not less than 4 weeks' notice in writing to the Client if the Client undergoes a change of Control.

14.4 If the Client becomes aware that any event has occurred, or circumstances exist, which may entitle Candidate Source to terminate the Contract under this clause 14, it shall immediately notify Candidate Source in writing.

14.5 Where Candidate Source has a right to terminate the Contract under this clause 14, it may, without prejudice to that right, choose to suspend all or part of the Services and/or terminate the whole or any part of any other contract in place between Candidate Source and the Client.

14.6 On termination or expiry of the Contract (howsoever caused):

14.6.1 the Client shall pay to Candidate Source immediately all arrears of payments and Candidate Source may invoice the Client immediately for any other sums due or due to be paid under or in connection with the Contract (including in respect of Services not yet performed);

14.6.2 each Advertisement shall be immediately withdrawn from the relevant Job Boards.

14.7 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

14.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15 NOTICES

15.1 **Any notice given by a party under the Contract shall:**

15.1.1 be in writing and in English;

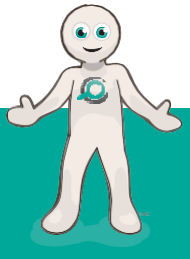
15.1.2 be signed by, or on behalf of, the party giving it; and

15.1.3 be sent to the relevant party at the address set out in the Contract.

15.2 **Notices may be given, and are deemed received:**

15.2.1 by hand: on receipt of a signature at the time of delivery;

15.2.2 by post: at 9.00 am on the Business Day after posting;



15.2.3 by email: on receipt of an email to the correct address, provided that no delivery failure notification is received by the sender.

15.3 **Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:**

15.3.1 on the date specified in the notice as being the date of such change; or

15.3.2 if no date is so specified, 3 Business Days after the notice is deemed to be received.

15.4 All references to time are to the local time at the place of deemed receipt.

15.5 This clause does not apply to notices given in legal proceedings or arbitration.

16 TIME

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Client's obligations only.

17 ENTIRE AGREEMENT

17.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

17.2 Nothing in these Terms purports to limit or exclude any liability for fraud.

18 VARIATION

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, each party.

19 ASSIGNMENT

19.1 The Client may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Candidate Source's prior written consent.

19.2 Notwithstanding clause 19.1, the Client may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives Candidate Source prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Client acknowledges and agrees that any act or omission of its Affiliate in relation to the Client's rights or obligations under the Contract shall be deemed to be an act or omission of the Client itself.

19.3 Candidate Source may assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Client's prior written consent.

20 SET OFF

20.1 Candidate Source shall be entitled to set-off any liability of Candidate Source to the Client against any liability of the Client to Candidate Source under the Contract or any other contract.

20.2 The Client shall pay all sums that it owes to Candidate Source under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

21 SEVERANCE

21.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

21.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

22 COMPLIANCE WITH LAW

The Client shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

23 CONFLICTS WITHIN CONTRACT

If there is a conflict between these Terms and the terms of the Order Confirmation, schedules, appendices or annexes to the Contract, the terms of the Order Confirmation shall prevail to the extent of the conflict.

24 THIRD PARTY RIGHTS

24.1 Except as expressly provided for in clause 24.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

24.2 Any Affiliate of Candidate Source shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

25 GOVERNING LAW

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

26 JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

