

TERMS OF BUSINESS RECRUITERS

This page (together with the documents referred to on it) tells you the terms and conditions (“**Terms**”) on which we supply the services (“**Services**”) described on our website www.yourpeoplemarket.com (our “**Site**”) to you. Please read these Terms carefully before registering for any Services from our Site. You should understand that by registering for any of our Services, you agree to be bound by these Terms. You should print a copy of these Terms for future reference.

The Site is a website operated by yourpeoplemarket Limited (“**we**” or “**us**” or “**our**” according to the context). We are registered in England and Wales under company number 06926724 and have our registered office at Luminous House, 300 South Row, Central Milton Keynes, MK9 2FR. Our main trading address is Luminous House, 300 South Row, Central Milton Keynes, MK9 2FR.

Ticking the box on the Application/Registration form confirms you have accepted these Terms. Please understand that if you refuse to accept these Terms, you will not be able to use our Services.

For the purpose of these Terms the following definitions apply:

- “**Candidate**” a work seeker introduced by you to an Employer;
- “**Market Rate**” the fee agreed between you and an Employer for the Placing of an individual Candidate;
- “**Employer**” a company or person who uses the Services to post details of one or more Vacancies from time to time;
- “**Placing**” any employment or engagement of a Candidate by an Employer following the introduction of a Candidate by you leading to a contract for service or for services with the Candidate;
- “**Recruiter**” you, being a company or person who introduces one or more Candidates in respect of any Vacancy;
- “**Vacancy**” a vacancy posted by an Employer through the use of our Services.

1 STATUS

Nothing in these Terms will create a partnership or joint venture between us. We are an independent contractor providing Services to you and are not employed by you or under any relationship of service to you.

2 APPLICATION OF TERMS

- 2.1 These Terms shall apply each time you use our Services and shall prevail over any inconsistent terms or conditions contained, or referred to, in your standard terms of business or any other document supplied by you, or implied by law, industry custom, practice or course of dealing.
- 2.2 In the event of any dispute between your standard terms of business and these Terms, these Terms shall prevail.
- 2.3 These Terms shall apply to your introduction of a Candidate to an Employer whether or not your letter of engagement is signed by or on behalf of the Employer.
- 2.4 By accepting these Terms you warrant that you have full capacity and authority to enter into and perform this agreement and are duly authorised to bind the party for whom you sign.

3 SERVICES

- 3.1 We provide an online recruitment marketplace for the posting of jobs and sourcing of Candidates as described on our Site from time to time.
- 3.2 In order to use the Services you must register with us. We may accept or decline your application to register at our discretion.

- 3.3 In using our Site and the Services you warrant that you will at all times:
- 3.3.1 conduct yourself in accordance with good industry practice and appropriate professional conduct;
 - 3.3.2 comply with all applicable laws and regulations including (without limitation) the Conduct of Employment Businesses and Employment Agencies Regulations 2003 (the “**Regulations**”);
 - 3.3.3 perform your obligations under these Terms with due care and skill and in a timely manner.
- 3.4 You shall obtain the consent of each Candidate prior to submitting details of the Candidate in respect of that Vacancy.
- 3.5 You shall not introduce any Candidate in respect of a Vacancy unless, in your professional opinion, such Candidate has a reasonable chance of success of achieving a Placing in respect of that Vacancy.
- 3.6 You shall use your reasonable endeavours to ensure the suitability of any Candidate introduced to you including (where applicable):
- 3.6.1 checking the truthfulness of a Candidate's CV or application details or responses to any queries;
 - 3.6.2 for taking up references;
 - 3.6.3 for satisfying itself as to the capabilities, integrity, medical history and suitability of a Candidate to meet the specification of the Vacancy; and
 - 3.6.4 for carrying our medical checks or obtaining medical reports or for obtaining work permits or other applicable permits.
- 3.7 You shall promptly provide us with information regarding any Placing and the date of commencement of such Placing (“**Start Date**”).
- 3.8 You shall use your best endeavours to keep confidential all confidential information supplied by any Candidate (including without limitation any CV or other information provided in support of an application for a Vacancy) that is provided to you in connection with the Services.
- 3.9 We aim to offer you the best service possible, but we make no promise that the Services or our Site will meet your requirements or that you will be able to use the Services or our Site without interruption, without errors, securely or on time. We cannot guarantee that the Services or our Site or any software available thereon will be fault free. If a fault occurs in the Services or our Site or any software you should report it to us through our contact page <http://www.yourpeoplemarket.com/contactus.aspx> and we will attempt to correct the fault as soon as we reasonably can.
- 3.10 Your access to our Site or any Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore our Site or any Services as soon as we reasonably can.

4 **PRICE AND PAYMENT**

- 4.1 We will charge you a Service Fee of 20% of the agreed Market Rate in respect of each Placing of a single Candidate (“**Service Fee**”). In the event a Placing involves two or more Candidates, a Service Fee will be charged in respect of each individual Candidate.
- 4.2 Our Service Fee excludes VAT which will be payable by you in addition to the Service Fee at the rate currently in force.
- 4.3 Subject to clause 4.4 we will pay to you the Market Rate less the Service Fee (plus VAT) subject to receipt of the Market Rate from the Employer and at the following times:
- 4.3.1 25% on 31 days after the Start Date;

- 4.3.2 25% on 61 days after the Start Date; and
- 4.3.3 50% on 91 days of the Start Date.
- 4.4 You will be liable to pay the Service Fee in respect of a Candidate where, within 6 months of his or her introduction by you to an Employer:
 - 4.4.1 the Employer employs or engages that Candidate on a temporary or permanent basis; or
 - 4.4.2 the Employer initially rejects the Candidate but subsequently employs or engages him or her in any capacity; or
 - 4.4.3 the Employer refers the Candidate to a third party (including another company or business in its group of companies) and that third party employs or engages the Candidate in any capacity.
- 4.5 Where you introduce any Candidate simultaneously with one or more other recruiters in respect of a Vacancy, the one having complied with these Terms being the first to make the introduction to the Employer (based on a timestamp of our systems) will be entitled to receive the Market Rate (less the Service Fee) upon the Placement of that Candidate. In the event of any dispute regarding the identity of the company or person being the first to make the introduction of a Candidate, our determination of the introducer shall be final and binding on all parties.
- 4.6 Where the Employer is entitled to receive a rebate pursuant to clause 5, the Market Rate payable to you will be reduced by the amount of the applicable rebate.

5 REBATE OR REPLACEMENT

- 5.1 Subject to clause 5.3 where the employment of a Candidate is terminated within the following periods, the following terms shall apply:
 - 5.1.1 If the Candidate fails to commence work on the Start Date and as a result the employment is terminated, the Employer shall be entitled to a rebate of 100% of the Market Rate;
 - 5.1.2 If the employment of a Candidate is terminated within 30 days of the Start Date the Employer shall receive a rebate of 100% of the Market Rate;
 - 5.1.3 If the employment of a Candidate is terminated within 31 - 60 days of the Start Date the Employer shall receive a rebate of 75% of the Market Rate;
 - 5.1.4 If the employment of a Candidate is terminated within 61 - 90 days of the Start Date the Employer shall receive a rebate of 50% of the Market Rate;
 - 5.1.5 If the employment of a Candidate is terminated after 90 days of the Start Date the Employer shall not be entitled to receive any rebate.
- 5.2 Subject to clause 5.3, where the employment of a Candidate is terminated within 90 days of the Start Date, the Employer may request a replacement Candidate to fill the Vacancy ("**Replacement**"). You will use your reasonable endeavours to cooperate with us and the Employer in respect of any Replacement for no additional Market Rate. For the avoidance of doubt, where the Employer successfully recruits a Replacement, it will not be entitled to receive a rebate of the Market Rate.
- 5.3 For the avoidance of doubt the Employer will not be entitled to any rebate of the Market Rate or Replacement where the employment of a Candidate is terminated by the Employer for reason of redundancy, constructive or unlawful dismissal, corporate restructuring, pregnancy, illness or injury.

6 TERMINATION AND CONSEQUENCES

- 6.1 We may terminate the provision of the Services to you for:
 - 6.1.1 breach of these Terms;

- 6.1.2 unacceptable use of the Site or Services in breach of Clause 9;
 - 6.1.3 insolvency or cessation of business;
 - 6.1.4 otherwise on notice to you.
- 6.2 You may terminate the provision of the Services on 1 months notice to us by email to info@yourpeoplemarket.com.

7 LIABILITY

- 7.1 The Services are provided without any guarantees, conditions or warranties as to their quality or accuracy. To the extent permitted by law, we, and any third parties connected to us hereby expressly exclude:
- 7.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 - 7.1.2 any liability for any indirect or consequential loss or damage incurred by you in connection with our Services or in connection with the use, inability to use, or results of the use of our Services, including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, or for wasted management or office time; and
 - 7.1.3 to the extent permitted by law, any liability for any direct indirect or consequential loss or damage incurred by you as a result of any Employer failing to perform its obligations in respect of the Services or pursuant to the Regulations; and
 - 7.1.4 any direct or indirect loss or damage costs or expenses whatsoever arising in connection with any act or omission of any Candidate introduced by you through the use of our Services.
- 7.2 Our liability for any direct losses you suffer as a result of us breaching these Terms including deliberate breaches is strictly limited to value of the applicable Service Fee, or in the event there is no Service Fee paid or payable the sum of £1,000 in respect of any direct losses which are a foreseeable consequence of us breaking these Terms. Losses are foreseeable where they could be contemplated by you and us at the time of entering into this agreement.
- 7.3 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

8 INDEMNITY

- 8.1 You will indemnify us and each Employer you engage with against any liability, loss, penalty, fine, award, damages, expenses or costs (including legal or other professional costs) that we or any Employer might incur or become liable for as a result of your breach of these Terms, the Regulations or breach of any other statutory duty, breach of contract or negligence.
- 8.2 This indemnity shall apply whether or not you have been negligent or at fault.

9 ACCEPTABLE USE

- 9.1 You may only use our Site and the Services in accordance with our Terms of Website Use located at <http://yourpeoplemarket.com/terms-of-use.aspx>.
- 9.2 You must not lease, distribute, license, sell or otherwise commercially exploit our Services or hold yourself out to any person as the supplier of the Services, nor must you sell or purport to supply the Services within your own service offering.
- 9.3 You shall not use the Services to engage with any Employer in respect of a Vacancy other than in accordance with these Terms.

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GENERAL

- 10.1 These Terms (together with any documents referred to in them) constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into these Terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms. Nothing in this Clause shall limit or exclude any liability for fraud.
- 10.2 We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Site.
- 10.3 If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 10.4 No person other than a party to this agreement shall have any rights to enforce any of these Terms.
- 10.5 The English courts will have exclusive jurisdiction over any claim arising from, or in connection with the Services.
- 10.6 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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YOUR CONCERNS

If you have any concerns about material which appears on our Site, please contact info@yourpeoplemarket.com.