yourpeoplemarket.com
simply recruit smarter

TERMS OF BUSINESS
EMPLOYERS

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 UBC, 314 Midsummer Boulevard, Central Milton Keynes, MK9 2UB. Our main trading address is UBC, 314 Midsummer Boulevard, Central Milton Keynes, MK9 2UB

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 to you by a Recruiter;

"Market Rate" the fee agreed between you and a Recruiter for the Placing of an individual Candidate;

"Employer" you, being 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 you following the introduction of a Candidate by a Recruiter leading to a contract for service or for services with the Candidate;

"Recruiter" a company or person who uses the Services to introduce one or more Candidates to you in respect of any Vacancy;

"Vacancy" a vacancy posted by you 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 (unless otherwise agreed in writing) 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 the introduction of a Candidate by a Recruiter whether or not the Recruiter's letter of engagement is signed by you or on your behalf.

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; and

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"**); and

3.3.3 perform your obligations under these Terms with due care and skill and in a timely manner.

3.4 When assessing the suitability of a Candidate, the Recruiter shall place reliance on the specification of the Vacancy provided by you in accordance with clause 3.3.2 and you accept that neither we nor the Recruiter will make any further assessment of your requirements. We will procure that the Recruiter obtains the Candidate's consent to apply for the Vacancy and, subject to clause 3.5, confirmation that the Candidate has the experience, training, qualifications and/or authorisations specified by you. Neither we nor the Recruiter shall undertake any further checks unless requested to do so by you.

3.5 Each Recruiter will use its reasonable endeavours to ensure the suitability of any Candidate introduced to you including (where applicable):

3.5.1 checking the truthfulness of a Candidate's CV or application details or responses to any queries;

3.5.2 for taking up references;

3.5.3 for satisfying itself as to the capabilities, integrity, medical history and suitability of a Candidate to meet the specification of the Vacancy; and

3.5.4 for carrying our medical checks or obtaining medical reports or for obtaining work permits or other applicable permits,

but you acknowledge that the suitability of the Candidate in respect of the Vacancy shall remain your sole responsibility.

3.6 You shall notify us promptly of the date of commencement of each Placing ("**Start Date**").

3.7 You shall use your best endeavours to keep confidential any confidential information of 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.

3.8 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.

3.9 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 You will pay to us the Market Rate agreed between you and the Recruiter for the applicable Placing.

4.2 We will invoice you in respect of the Market Rate plus VAT on the Start Date of the applicable Candidate. Payment is due to us upon delivery of our invoice. If our invoice is not paid within 30 days of delivery of the invoice, interest will be payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as

amended) on any sums not paid. Such interest will be charged on a daily basis from the date 30 days after delivery of the invoice to the date payment is received by us, whether before or after any judgment

4.3 The Market Rate excludes VAT which will be payable by you in addition to the Market Rate at the rate in force.

4.4 You will be liable to pay the Market Rate in respect of a Candidate where, within 6 months of his or her introduction to you by a Recruiter:

4.4.1 you employ or engage that Candidate on a temporary or permanent basis; or

4.4.2 you initially reject the Candidate but subsequently employ or engage him or her in any capacity; or

4.4.3 you refer the Candidate to a third party (including another company or business in your group of companies) and that third party employs or engages the Candidate in any capacity.

4.5 You acknowledge that we will be entitled to retain 20% of the agreed Market Rate plus VAT in respect of each Placing (**"Service Fee"**) in respect of our Services prior to the remainder of the Market Rate being paid to the applicable Recruiter. In the event a Placing involves two or more Candidates, a Service Fee will be retained out of the Market Rate in respect of each individual Candidate. For the avoidance of doubt, the Service Fee is deducted from, and is not payable in addition to, the Market Rate.

4.6 Where more than one Recruiter simultaneously introduces any Candidate to you in respect of a Vacancy, the Recruiter having complied with these terms being the first to make such introduction you (based on a timestamp of our systems) will be entitled to receive the Market Rate (less the Service Fee) upon the Placing 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.

5 REBATE OR REPLACEMENT

5.1 Subject to clause 5.3 and payment of the Market Rate in accordance with these Terms, 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, you shall receive 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 you 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 you 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 you 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 you 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, you may request a replacement Candidate to fill the Vacancy ("**Replacement**"). We will use our reasonable endeavours to cooperate with you in respect of any Replacement for no additional Market Rate. For the avoidance of doubt, where you successfully recruit a Replacement, you will not be entitled to receive a rebate of the Market Rate. Where it is not reasonably possible to provide a Replacement, you will automatically be entitled to a rebate of the Market Rate pursuant to clause 5.1.

5.3 For the avoidance of doubt you will not be entitled to any rebate of the Market Rate or Replacement where the employment of a Candidate is terminated by you for reason of redundancy, constructive or unlawful dismissal, corporate restructuring, pregnancy, illness or injury.

5.4 You shall inform us promptly, and in any event within 3 days, of the termination of employment of any Candidate within 90 days of the Start Date.

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 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 any user 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 Recruiter 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 to 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 the value of the applicable Service Fee, or in the event no Service Fee is 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 the Recruiter against any liability, loss, penalty, fine, award, damages, expenses or costs (including legal or other professional costs) that we or any Recruiter you engage with 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 these Terms or our Terms of Website Use located at http://www.yourpeoplemarket.com/terms-of-use.aspx.

9.2 You shall not engage with any Recruiter who uses the Services to introduce Candidates to you in respect of a Vacancy, other than in accordance with these Terms.

10 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 related to, a visit to our Site.

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.

11 YOUR CONCERNS

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