

Recruiter Terms & Conditions

BETWEEN:

(1) Eteach UK Limited, trading as "School Recruiter" registered in England, number 03841479, whose registered office is located at Norwich House South Wing, Knoll Road, Camberley Surrey GU15 3SY and (2) Education Providers licensed to use School Recruiter Services by School Recruiter (hereinafter referred to as the "Client" or "you") (each a "Party" and together the "Parties"). If you wish to use the School Recruiter Services you must agree to the terms below as the exclusive basis for such inclusion, which are deemed to be accepted by you when logging in to the School Recruiter Websites or other site(s) that utilise School Recruiter servers for the purpose of providing the Services.

IT IS HEREBY AGREED THAT:

1. DEFINITIONS

In this agreement (the "Agreement"), the following terms shall mean:

- 1.1. "Administrator" means such employee as the Client authorises to liaise with School Recruiter, to post information to the School Recruiter Websites.
- 1.2. "Intellectual Property Rights" means all copyrights, patents, registered and unregistered design rights, trademarks and service marks, database rights, domain names and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
- 1.3. "Candidate" is an individual that is registered in the database of each Website and "Candidates" should be construed accordingly.
- 1.4. "Commencement Date" means the date when the Services are available to the Client and is usually indicated on a Sales Order
- 1.5. "Education Providers" means Schools, Colleges and other providers of education
- 1.6. "School Recruiter Privacy Policy" means the Privacy Policy published on the Websites, as amended from time to time
- 1.7. "Expiry Date" means the date of the expiry of the order, which is usually one or more years from the Commencement Date less one day
- 1.8. "Material" means text, graphics, images, sound, video or any combination thereof that is used by the Client to attract candidates with the aim of recruiting them into the Client's organisation.
- 1.9. "Renewal Date" means either the day after the Expiry Date or, for orders of longer duration than one year, each anniversary of the Commencement Date
- 1.10. "Sales Order" means an order submitted by the Client for Services, stating the agreed price, the Commencement Date, the term or Expiry Date and the Services that the Client is authorised to use
- 1.11. "Service Fee" means the subscription fee for the Services payable by the Client.
- 1.12. "Service Period" means for orders of up to one year's duration, the period from the Commencement Date to the Expiry Date or, for orders of longer duration than one year, the period from the Commencement Date or last Renewal Date (whichever is the later) to the anniversary of that date or the Expiry Date (whichever comes sooner).
- 1.13. "Services" means services selected by the Client and indicated in the Sales Order, which provide a mechanism whereby the Client may manage their Vacancies, their Candidate talent pools and the Candidates that apply for their Vacancies.
- 1.14. "Talent Pool Services" means the services selected by the Client and which provide a mechanism whereby the Client is provided with restricted access to Candidates for the purposes of filling Vacancies that are exclusively within their own organisation. If Talent Pool Services are included within the Services and the Fee is inclusive of these Services, it will be explicitly indicated on the Sales Order. Talent Pool Services relating to Candidates with the www.schoolrecruiter.co.uk website's database are included within the Services and the Fee is inclusive of charges for these Candidates.
- 1.15. "The Client's section of the Websites" means the section(s) of the Websites containing the information relating to the Client's Services.
- 1.16. "Vacancy" means a current education based employment position within the Client and Vacancies shall be construed accordingly.
- 1.17. "Website" or "Websites" means www.schoolrecruiter.co.uk and any sub-directories and sub-domains thereof, plus [www.\[name\].careers.eteach.com](http://www.[name].careers.eteach.com) which is where the Client's profile page will be located, and any other websites explicitly indicated on the Sales Order.

2. THE AGREEMENT

- 2.1. In consideration of the Client complying with the provisions of this Agreement and paying the Service Fee, School Recruiter agrees to provide the Services to the Client.
- 2.2. Subject to Clause 10 below, the term of this Agreement shall last until termination or expiry of the agreement between the Client and School Recruiter.
- 2.3. The Client undertakes to check all information and Material submitted to School Recruiter in relation hereto for inclusion in the Client's section of the Websites or otherwise before submission and accepts that School Recruiter may refuse to process or post such information and Material if School Recruiter deems it to be offensive or

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inappropriate.

3. WARRANTIES

- 3.1. School Recruiter warrants that it shall perform its duties hereunder in a timely and professional manner and that all details which it holds in relation to the Client shall be held and processed in accordance with the School Recruiter Privacy Policy and the School Recruiter Data Protection registration and shall not be sold to any third party.
- 3.2. School Recruiter uses third party suppliers who may host the Websites, the candidate data or the Material but warrants that it will ensure that any such third party supplier is bound by the terms of this Agreement as if it were School Recruiter itself.
- 3.3. School Recruiter does not warrant that:
 - 3.3.1. the provision of the Services will be uninterrupted or error-free; or
 - 3.3.2. where it posts any Material to the Websites or third party websites, such Material will be complete and accurate and accord with the Material submitted by the Client or the Administrator;
- 3.4. The warranty set out in Clause 3.1 is exclusive of and in lieu of all other conditions and warranties, either expressed or implied, statutory or otherwise, including without limitation those relating to satisfactory quality or fitness for purpose.
- 3.5. Some of the functionality of the Services relies on utilisation of the more recent features of browser technology and security in order to perform correctly. School Recruiter strongly recommends the use of the most recent production version of the more commonly used browsers (such as Microsoft Internet Explorer, Safari, Firefox and Chrome), with all updates applied which have been widely used for the last six months - or either of the previous two versions - and cannot guarantee that full functionality will be available to Clients or Candidates using older versions of those browsers or browser software from other manufacturers.
- 3.6. The Client warrants that it has the right and capacity to enter into this Agreement and that it all its Administrators and any other users that it authorises to use the Services are employees or agents of the Client and are legally permitted to use the Services and takes full responsibility for the use of the Services. The Client is responsible for maintaining the security of their logon credentials and for updating School Recruiter in the event of any breach. School Recruiter cannot and will not be liable for failure to maintain such security. School Recruiter makes no claim that the Services may be lawfully used or that Material can be uploaded to The Client's section of the Websites in any country outside the United Kingdom.
- 3.7. The Client is responsible for obtaining and maintaining any equipment or ancillary services that may be required to access the Services and the Client is responsible for ensuring that such equipment or ancillary services are compatible with the Services.
- 3.8. The Client may not, in the use of the Services, violate any laws of their jurisdiction and may not modify, adapt or hack the Services or modify another website so as to falsely imply that it is associated with the Services. Access to the Material may not be legal by certain persons or in certain Countries and if the Client uses the Services from outside the United Kingdom they do so at their own risk and the Client is responsible for compliance with the laws of its own jurisdiction.
- 3.9. The Client may not resell the Services without the expressed approval in writing from a Director of School Recruiter.
- 3.10. The Client warrants that it will adhere to the terms and conditions of all the Websites (as displayed on each of those Websites) and any third party websites that it uses through or in conjunction with the Services.

4. WEBSITE CONTENT

- 4.1. The Client recognises and accepts that it bears sole responsibility for checking the accuracy and content of all Material on the Client's section of the Websites and for any Material or other information provided to School Recruiter. For the avoidance of doubt, this Clause 4 shall apply to all Material, whether posted on the Client's section of Websites by the Client itself, or on the Client's behalf by another person (whether School Recruiter or a third party).
- 4.2. School Recruiter agrees that upon written notice from the Client of any inaccuracies in the Material it will use reasonable efforts to rectify the inaccuracies, provided always that the correct information is provided to School Recruiter by the Client or the Administrator.
- 4.3. The Client warrants, represents and undertakes that none of the Material appearing on the Client's section of the Websites will:
 - 4.3.1. be obscene, indecent, defamatory, illegal, illicit, infringing of third party rights (of whatever nature and including, without limitation, any Intellectual Property Rights) or otherwise unlawful under any jurisdiction from which the Websites may be accessed;
 - 4.3.2. be in breach of any applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory);
 - 4.3.3. harm the reputation of School Recruiter in any way.
- 4.4. The Client warrants, represent and undertakes that:
 - 4.4.1. either it has sole ownership of all Intellectual Property Rights in Material appearing on the Client's section

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- of the Websites and/or it has obtained and will maintain during the course of this Agreement full and effective licence(s) from all relevant third parties allowing the Client to use relevant Material and to permit its dissemination worldwide by School Recruiter hereunder; and
- 4.4.2. it will ensure and satisfy itself as to the integrity, validity and completeness of any data or other Material, which it provides to School Recruiter.
 - 4.5. School Recruiter shall retain the right at all times to amend, modify or suspend the Websites (or any part thereof) from time to time including without limitation refusal to provide the Service or any part thereof, refusal to post any Material (where the Client requests its posting) and to suspend availability of the Client's section of the Websites, place a prominent notice on the Client's section of the Websites where an allegation of defamation or Intellectual Property Right infringement is made by a third party or place a link on the Websites to another website containing the alleged's version of events and/or to remove any Material already appearing on the Client's section of the Websites which may, in the opinion of School Recruiter not be in compliance with any of the provisions of Clauses 4.3 or 4.4.
 - 4.6. School Recruiter retains the right at all times to create limits on use and storage with respect to the Material and to suspend the Services without notice should such limits be breached.
 - 4.7. School Recruiter's rights under Clause 4.3 above shall be without prejudice to the sole responsibility of the Client for content of Material and the Client's section of the Websites under Clause 4.1. Posting of Material by School Recruiter on the Websites shall not under any circumstances constitute a waiver of any of its rights in relation to such Material or of any breach of the Client's obligations under this Agreement.
 - 4.8. By submitting an advertisement you are formally confirming that the content of the advertisement is fully compliant with applicable laws and, for advertisements available in the UK, Section 29 of the Race Relations Act 1976, as amended from time to time. School Recruiter will seek to rely on relevant international laws and in the UK, the residual Section 29(4), as amended from time to time - protection for publishers - in the event of a discriminatory advertisement being posted on the Websites or via the Websites to other third party websites.
 - 4.9. The Websites, the database rights and all other applicable copyright and Intellectual Property Rights pertaining to the Websites and in the database belong to School Recruiter or are licenced to School Recruiter by its suppliers. The Client acknowledges that no rights to the copyright of the Websites or in the database or its content are acquired and that the retention and use of the Websites, the database and its content is governed by this Agreement.
 - 4.10. The Client acknowledges that it is not vested with any proprietary rights in respect of the Services, or any Candidate or other information submitted.

5. CLIENT'S OBLIGATIONS

- 5.1. The Client undertakes to notify School Recruiter of the name and contact details of the Administrator and any changes thereto from time to time and to provide School Recruiter with its authority to take instructions from that Administrator.
- 5.2. The Client undertakes to secure and maintain copyright and other appropriate licences or consents where necessary for use of any Material, data or information provided to School Recruiter pursuant hereto.
- 5.3. The Client undertakes to pay all taxes, fees, levies and duties whether for import or otherwise arising in any part of the world in connection with the Client's section of the Websites. Where School Recruiter pays any such sums, the Client undertakes to reimburse such sums to School Recruiter immediately on demand.
- 5.4. The Client undertakes fully to virus-check all data and Material supplied to School Recruiter pursuant to this Agreement.
- 5.5. The Client undertakes not to embark on any course of action, whether by use of the Websites or any other means, which may cause a disproportionate level of Website activity without providing at least seven day's prior notice in writing to School Recruiter. Should the Client's bandwidth use be excessive (as determined solely by School Recruiter), in order to protect the availability of the Services for all other users, School Recruiter reserves the right to restrict the Client's useage or disable the Client's account until the bandwidth useage is lowered).
- 5.6. The Client further undertakes to:
 - 5.6.1. ensure that, to the extent that it applies, it is registered under the Data Protection Act 1998 and complies with its obligations under that Act, as amended from time to time;
 - 5.6.2. ensure that it does not breach or act so as to cause School Recruiter to breach the School Recruiter's Privacy Policy set out on the Websites from time to time.
 - 5.6.3. indemnify and keep School Recruiter fully and effectively indemnified against costs, claims, damages, loss, expenses and liabilities incurred by School Recruiter arising out of the Client's use of information on Candidates and any breach of its obligations under this Agreement.
 - 5.6.4. keep any password, user identification or user name and any other security mechanism or device personal and confidential and to not disclose it to any other person or organisation.
 - 5.6.5. obtain, operate and maintain all necessary computer hardware and software, modems and telecommunication links which it requires to access the Websites.
 - 5.6.6. access the Websites solely for the purposes of using the Services and not otherwise.

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6. INTELLECTUAL PROPERTY AND INDEMNITIES

- 6.1. Without prejudice to any Intellectual Property Rights owned by the Client prior to this Agreement, the Client agrees to waive and acknowledges that it obtains no ownership rights or claims to any Intellectual Property Rights whatsoever by virtue of this Agreement.
- 6.2. The Client shall not copy (other than incidentally in the process of viewing), market, re-sell, distribute, retransmit, publish, carry on any automated browsing or downloading or otherwise transfer or commercially exploit in any form any information received via or in connection with the Services other than for the purposes of this Agreement.
- 6.3. The Client acknowledges that damages would not be an adequate remedy for any breach of Clause 6.2 and School Recruiter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of Clause 6.2 and no proof of any specific damages shall be necessary for the enforcement of Clause 6.2.
- 6.4. The Client agrees to indemnify School Recruiter against all damages, liabilities, costs and expenses which School Recruiter may incur or sustain including the costs of defending any suit arising from the use of any Material or data provided by or on behalf of the Client in relation to the Websites or any act or omission by the Client, its employees or agents.
- 6.5. The Client hereby grants a licence to School Recruiter without charge to use its Intellectual Property Rights to the extent necessary for the purpose of this Agreement.

7. LIMITATION OF LIABILITY

- 7.1. The Client expressly understands that School Recruiter, its Directors, officers, employees and agents are not liable for any indirect loss, special loss, consequential loss, loss of profits, revenue, data or goodwill howsoever arising suffered by the Client and arising in any way in connection with this Agreement or for any liability of the Client to any third party.
- 7.2. School Recruiter is not liable for any viruses uploaded to the Websites by third parties, the Client or the Administrator.
- 7.3. School Recruiter is not liable for any errors, omissions or delays occasioned as a result of the Administrator failing to act or no longer being authorised by the Client to act on its behalf.
- 7.4. It is the Client's sole responsibility to ensure and satisfy itself as to the integrity, validity and completeness of any data or other Material, which it provides to School Recruiter.
- 7.5. School Recruiter shall not be liable for ensuring that there is not any Material, data or information on the Client's section of Websites, which is illegal or unlawful, obscene, defamatory or otherwise infringes any third party rights whatsoever.
- 7.6. School Recruiter is not liable for any failure in respect of its obligations hereunder which result directly or indirectly from failure or interruption in software or services provided by third parties.
- 7.7. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of School Recruiter or its appointed agents.
- 7.8. Subject to Clause 7.7, School Recruiter' maximum aggregate liability to the Client under or in connection with this Agreement in respect of all claims whether such claim arises in contract, tort or otherwise shall not exceed a sum equal to the Service Fee for the year in which the event giving rise to the relevant claim or claims occurred.
- 7.9. The Client agrees that it is in a better position than School Recruiter to foresee and estimate any loss it may suffer arising out of or in connection with this Agreement and that the Service Fee and other fees have been set after taking full account of the limitations and exclusions in this Clause 7. The Client is recommended to effect suitable insurance having regard to its particular circumstances and the terms of this Clause 7.
- 7.10. The Parties agree that the Client is the sole author of all Material on the Client's section of the Websites or that it has obtained and maintains appropriate third party consents for such use and in particular the Client shall not allow any person (other than its duly authorised employees) to use or have access to the Client's section of the Websites, not to act as the Administrator without the prior written permission of School Recruiter.
- 7.11. School Recruiter and the Client shall use reasonably up to date virus checking software to ensure that the material does not contain any element which is designed to corrupt data or adversely impact upon the performance of computer systems including without limitation any virus, worm, logic bomb, disabling code or routines or expiration dates as these terms are generally understood within the computer industry.
- 7.12. Clicking on certain links within the Websites might take the Client to other websites and School Recruiter shall have no responsibility or liability of any kind for the accuracy or content of any information or any other aspect of any such websites and use of such websites shall be at the risk of the Client and subject to the terms of use of such websites.

8. GENERAL

- 8.1. A variation, change, alteration or modification of this Agreement shall only be valid if it is in writing and signed by or on behalf of School Recruiter by an authorised person. For the avoidance of doubt, School Recruiter shall be entitled to update the provisions of this Agreement and the Services from time to time by notice to the Client by e-mail or displaying an update to the Agreement on the Websites and, save for updates that are required by

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- changes in law or regulation, such updates will take effect from the Renewal Date.
- 8.2. The Client shall not assign, dispose of, sub-license, or otherwise transfer its rights granted by this Agreement, including to affiliated or associated organisations without the prior written consent of School Recruiter.
 - 8.3. The failure by any person to exercise or delay in exercising any right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies by any person. No single or partial exercise by any person of any right or remedy provided by this Agreement or by law shall prevent any further exercise of that right or remedy or the exercise of any other right or remedy by any person.
 - 8.4. The Parties' rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
 - 8.5. Subject to Clause 8.1, these terms and conditions of business together with any other expressly incorporated document constitute the entire Agreement between the Parties hereto relating to the subject matter hereof and neither Party has relied on any representation made by the other Party unless such representation is expressly included herein. Nothing in this Clause 8.5 shall relieve either Party of liability for fraudulent misrepresentations and neither Party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.
 - 8.6. No Agency, partnership, joint venture or employment is created as a result of this Agreement.
 - 8.7. If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
 - 8.8. Neither Party shall be liable for any loss suffered by the other Party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any Governmental or supra-national authority.
 - 8.9. This Agreement shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England.
 - 8.10. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999, as amended from time to time, by a person who is not a party to this Agreement.

9. NOTICES

- 9.1. A notice, approval, consent or other communication in connection with this Agreement:
 - 9.1.1. must be in writing; and
 - 9.1.2. must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee as notified to the other Party from time to time.
- 9.2. Such notice shall be deemed to have been duly served and received by the addressee, when served personally, at the time of such service or, when posted, 72 hours after the same shall have been put into the post, correctly addressed and pre-paid.

10. TERMINATION AND RENEWAL

- 10.1. Either Party may terminate this Agreement with immediate effect by written notice to the other in the event that the other Party:
 - 10.1.1. fails to pay any amount due hereunder;
 - 10.1.2. breaches any term of this Agreement and such breach is incapable of remedy, or if the breach is remediable, it continues for a period of 30 days after written notice requiring the same to be remedied has been given to the other Party in breach;
 - 10.1.3. has an order made or passes a resolution for its winding up; or
 - 10.1.4. has a provisional liquidator appointed; has an administration order made; has a receiver appointed; is unable to pay any of its debts within the meaning of Section 123 of the Insolvency Act 1986, as amended from time to time; or has a voluntary arrangement proposed under Section 1 of the Insolvency Act 1986, as amended from time to time;
- 10.2. Clients who do not intend to renew their existing Services are required to provide written notice at least one month in advance of the Renewal Date.
- 10.3. Termination of this Agreement shall be without prejudice to any other rights or remedies of either Party.
- 10.4. Clients wishing to terminate this Agreement early (i.e. earlier than that required in Clause 10.2) will be liable to pay the remaining Service Fees between the actual date of termination and the Renewal Date. For terminations that are not exercised within the timescales in Clause 10.2, the renewal invoice will be payable in full. For early terminations of orders of longer duration than one year, the Client will be liable for any discount that has been applied from the Commencement Date to the Renewal Date if the Renewal Date is sooner than the Expiry Date.
- 10.5. School Recruiter reserves the right to vary the price of the Services prior to renewal effective after the Expiry Date and will inform the Client of any price change at least two months prior to the Expiry Date and should School Recruiter fail to do so, the Client will be entitled to renew at the existing price for the same duration as the original Sales Order and for the same Services.

11. PAYMENT SCHEDULE & PRICES

- 11.1. The Expiry Date is indicated on the Sales Order and the Client agrees to pay the Service Fees until that date is

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- reached.
- 11.2. Unless otherwise agreed in writing, invoices for the Services for the Service Period will be issued to the Client up to one month before the start of each Service Period and, if terminated as per Clause 10.1 or Clause 10.2, will cease at the Expiry Date. Invoices are payable within 14 days of the date of the invoice and failure to pay an invoice within 30 days will result in the Services being made unavailable unless and until payment is made in full. Such suspension of Services does not relieve the Client from the responsibility of payment in full for the invoice.
 - 11.3. Interest will be payable on late payments at the rate of 5% of the outstanding invoice per overdue month.
 - 11.4. All prices are exclusive of VAT, which shall be added where required.
 - 11.5. From time to time Clients may select additional services, upgrades or options that are not included as part of the Services. These additional services, upgrades or options will be invoiced separately and are also subject to payment within 14 days of the date of invoice. For the avoidance of doubt, unless active use of such services constitute acceptance, Clients will be informed when they are about to incur additional costs and will be required to indicate their acceptance of such costs before the additional services, options or upgrades are provided
 - 11.6. Prices are guaranteed from the Commencement Date to the Expiry Date.
 - 11.7. Prices are confidential and may not be disclosed by the Client.
 - 11.8. An advertisement placed on the Websites will remain live for 42 days or such shorter time as selected by the Client. Any extension of this time will be charged to the Client as a new posting.
 - 11.9. Any advertisements posted in addition to the agreed number of advertisements will be charged at a price based upon School Recruiter' standard prices as published on the Websites unless otherwise agreed with the customer in writing on or before the Commencement Date.
 - 11.10. If any Services to be used within any time period specified on the Order Form are not used within that period of time they may not be carried over into any subsequent period. No refunds for unused services will be provided.