

Employment4students.co.uk Ltd

General Terms and Conditions

These Terms and Conditions apply to your use of the Websites and/or Services provided by Employment4students.co.uk Ltd (co. reg. no. 04012715 whose registered office address is situated at 2D Station Yard, Thame, Oxfordshire OX9 3UH) ("e4s"), VAT number: GB 733 7730 27. Please read these Terms and Conditions carefully before using the Websites and/or ordering any Services. By completing an online Order and clicking on the acceptance buttons relating to these Terms and Conditions, [Privacy Policy](#), [Cookie Policy](#) and [DPA](#) or signing an Order to purchase a chargeable subscription to use the Services, you agree to be bound by these Terms and Conditions, the Privacy Policy, Cookie Policy and DPA as they may be modified and posted on our website from time to time.

If you do not wish to be bound by these Terms and Conditions, Privacy Policy, Cookie Policy and DPA then you may not purchase access to our Services.

1. DEFINITIONS

- 1.1. In these Terms and Conditions, the following definitions shall apply:
 - 1.1.1. "Additional Services" any additional services made available by e4s from time to time.
 - 1.1.2. "Advertisement" the Customer's job vacancy details submitted for and/or posted to the Websites.
 - 1.1.3. "Agreed Services" is defined in clause 1 of Schedule 1.
 - 1.1.4. "Agreement" these Terms and Conditions together with the Schedules, Order, confirmation of Order, Privacy Policy, Cookie Policy and DPA.
 - 1.1.5. "Confidential Information" all information in any form (including but not limited to oral, written or electronic) disclosed by one party to the other or otherwise obtained by a party in connection with the other's business or prospective business affairs, finance, technology, technical processes, know-how, computer software (both source code and object code), Intellectual Property Rights, assets, strategy, products and clients, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm, or organisation associated with that party, its employees, clients or subcontractors and any information which is regarded or could reasonably be regarded as confidential including without limitation methodology, technology, passwords and this Agreement.
 - 1.1.6. "Contract Term" the period specified in the Order (excluding any ATS Services where the contract term is defined in clause 1.2 of Schedule 2).
 - 1.1.7. "Cookie Policy" the cookie policy published at <https://www.e4s.co.uk/docs/cookies.htm> as amended from time to time.
 - 1.1.8. "Customer" means the contracting party as set out in the Order.
 - 1.1.9. "DPA" means the data processing agreement published at <https://www.e4s.co.uk/docs/dpa.htm> as amended from time to time.
 - 1.1.10. "Fees" the fees set out in the Order.
 - 1.1.11. "Force Majeure" means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, quarantine restriction, labour dispute, labour shortage, power shortage, including without limitation where e4s ceases to be entitled to access the Internet for whatever reason, server crashes, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.
 - 1.1.12. "Intellectual Property Rights" all patents, registered or unregistered trademarks, trade and business names, logos and devices, registered or unregistered designs, registered or unregistered copyrights (including design copyrights), database rights and moral rights, utility models, know-how, trade secrets, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements, additions to a creation or an invention, technical information, semiconductor topography rights, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world.
 - 1.1.13. "Jobsite" means the jobsite website developed and maintained by e4s for and on behalf of the Customer.

- 1.1.14. "Order" a request for Services completed by the Customer either online or by returning a signed hard copy of the e4s order form incorporating these Terms and Conditions, Privacy Policy and DPA.
- 1.1.15. "Privacy Policy" the privacy policy published at <https://www.e4s.co.uk/docs/privacy.htm> as amended from time to time.
- 1.1.16. "Profile" the Customer's profile submitted for and/or posted to the Websites.
- 1.1.17. "Secure Data" User and Customer data held on the servers managed by e4s.
- 1.1.18. "Services" the services described in the Order.
- 1.1.19. "System" the online recruitment management system for User Handling using e4s' proprietary software.
- 1.1.20. "Users" (i) in relation to the Websites, the users of the Websites other than the Customer; and (ii) in relation to the System and the Jobsite, the candidates using the System or the Jobsite to apply for job vacancies with the Customer.
- 1.1.21. "User Handling" the processing, administration, reporting and general management of the Customer's internal recruitment process and User Records.
- 1.1.22. "User Records" any information or data imported into or recorded on the System or Jobsite by the Customer or User including but not limited to the Secure Data.
- 1.1.23. "Third Party Partner" any person, company, organisation or firm who has a contractual relationship with e4s from time to time other than the Customer.
- 1.1.24. "Websites" the websites managed by Employment4students.co.uk Ltd, including but not limited to www.e4s.co.uk, www.talent-funnel.com and www.ukparttimejobs.co.uk
- 1.2. Any references to clauses are references to clauses in these Terms and Conditions.
- 1.3. Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.4. Any reference to "written" or "in writing" shall include emails.
- 1.5. Any reference to "person" shall include any person, partnership, firm, company, limited liability partnership, body corporate, corporation or organisation.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.7. The headings in these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions.
- 1.8. Unless e4s explicitly states otherwise, any new services or features that augment or enhance the Services will be subject to this Agreement.

2. SERVICES

- 2.1. e4s shall provide the Services subject to the provisions of this Agreement and the applicable Schedules relevant to the Services ordered by the Customer.
- 2.2. The Services shall be performed with reasonable skill and care and in a professional manner in accordance with good industry practice.

3. PRICES

- 3.1. The prices payable by the Customer shall be as set out under the Schedules, relevant to the Services ordered by the Customer.

4. PAYMENT

- 4.1. The payment terms shall be as set out under the Schedules, in addition to this clause.
- 4.2. All invoices are to be settled within 28 days of the date of the respective invoice without setoff, counterclaim or deduction.
- 4.3. All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which, if applicable, shall be charged in addition at the rate in force at the date any payment is due.
- 4.4. Where the Customer defaults in making payment of any Fee by the due date, e4s shall be entitled to:
 - 4.4.1. Charge interest on any payment outstanding at the rate of 2% per annum above Barclays Bank Plc base rate from time to time from the date payment became due until actual payment is made irrespective of whether the date of payment is before or after any judgment or award;
 - 4.4.2. Suspend access to the Websites;
 - 4.4.3. Cease provision of the Agreed Services, the System or the Jobsite as applicable;
 - 4.4.4. Terminate this Agreement.

5 INDEMNITIES AND LIABILITY

- 5.1. Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law.
- 5.2. The Customer acknowledges that software and internet-based services are not error-free and uninterrupted and agrees that the existence of such errors and interruptions shall not constitute a breach of this Agreement. No warranty is made regarding the results of usage of the Websites, the Services, the System or the Jobsite or that the functionality of the Websites, the Services, the System or the Jobsite will meet the specific requirements of the Customer. e4s shall not be responsible for any technical malfunction of any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected Order or communication due to such error, transmission interruption or otherwise, including where the Websites or Jobsite requires maintenance and upgrading.
- 5.3. e4s does not warrant that any particular result or objective shall be achieved, be achievable or be attained at all or by a specific date.
- 5.4. Nothing in this Agreement shall limit the liability of either party for death or personal injury arising out of its or that of its employees', agents' or sub-contractors' negligence or for fraud or dishonesty to the extent it cannot be limited by applicable law.
- 5.5. Neither party shall be liable for any indirect, special, incidental, consequential or economic loss or damage which may arise in respect of including but not limited to any damages payable to a third party, loss of profits (whether categorised as direct or indirect loss), losses arising from business interruption, loss of business, revenue, goodwill, anticipated savings or wasted management or staff time or resources) suffered by the other party and losses whether or not occurring in the normal course of business arising out of related to this Agreement or in tort, including negligence or breach of statutory duty, misrepresentation or however arising, even if the party was advised on the possibility of such damages.
- 5.6. Subject to clauses 5.1 - 5.5 above, the total liability of each party to the other in aggregate (whether in contract, tort or otherwise) for any and all claims under or in connection with this Agreement or based upon any claim for indemnity or contribution shall not exceed one hundred (100) per cent of the total Fees (excluding any VAT, duty, sales or similar taxes) paid or payable by the Customer to e4s during the preceding twelve (12) month period or, if the duration of the Agreement has been less than twelve (12) months, such shorter period, as applicable.
- 5.7. Subject to clause 5.6, the Customer shall at its own expense, defend, indemnify and hold e4s and its suppliers or agents harmless from and against all claims, losses, damages, costs, liability or expenses (including legal and professional fees) arising from any claim relating to or resulting directly or indirectly from: (i) infringement of any third party's Intellectual Property Rights with respect to Customer or a User's use of the Websites, the Services, the System or the Jobsite caused by content or data provided by the Customer or Users; (ii) any third party losses arising out of any breach by the Customer or a User of the terms of this Agreement; (iii) any access to or use of the Websites, the Services, the System or the Jobsite by an User or third party in breach of the terms of this Agreement; (iv) use by e4s of any Customer or User provided data, content or item used in accordance with the terms of this Agreement; and (v) any breaches of the Customer's obligations under the DPA.
- 5.8. Subject to clause 5.6, e4s shall at its own expense, defend, indemnify and hold Customer and its employees harmless from and against all claims, losses, damages, costs, liability or expenses (including legal and professional fees) arising from any claim relating to or resulting directly or indirectly from: (i) use by e4s of any Customer or User provided item in breach of the terms of this Agreement; and (ii) any breaches of e4s' obligations under the DPA.

6. TERM AND TERMINATION

- 6.1. For the Services set out in Schedule 1 and Schedule 3, this Agreement shall terminate automatically at the end of the Contract Period or the Licence Period set out in the Order, whichever is the later. No automatic termination shall apply to the Services set out in Schedule 2.
- 6.2. Without prejudice to any other rights or remedies available to either party, either party to this Agreement shall be entitled to immediately terminate this Agreement in relation to any Services by giving written notice to the other at any time in the event that:
 - 6.2.1. Either party fails to pay any sums due under this Agreement;
 - 6.2.2. Either party commits a material breach of any of the provisions of this Agreement and where capable of remedy, fails to remedy the breach within 7 days after receipt of written notice giving full particulars of the breach and requiring it to be remedied;
 - 6.2.3. Either party goes into voluntary or involuntary liquidation (otherwise than for the purpose of a solvent reconstruction or amalgamation) or has a receiver or administrator or similar person appointed or is unable to pay its debts within the meaning of s268 Insolvency Act 1986 or ceases or threatens to cease to carry on business or if any event occurs which is analogous to any of the foregoing in another jurisdiction;
 - 6.2.4. A party is prevented by Force Majeure from fulfilling its obligations for more than 28 days.
- 6.3. e4s shall be entitled to terminate this Agreement immediately by giving written notice to the Customer at any time in the event that e4s reasonably believes that the employer is using the Website, the System, the Services or the Jobsite improperly, or in bad faith, or with the intention of damaging the reputation of e4s.

- 6.4. On termination of this Agreement:
- 6.4.1. The Customer shall cease having access to the Website, the System, the Services and Jobsite and (as applicable);
 - 6.4.2. The Customer shall pay any outstanding Fees immediately on demand;
 - 6.4.3. All licences granted under the Agreement shall terminate.
- 6.5. All clauses which by their nature should continue after termination shall, for the avoidance of doubt, survive the expiration or sooner termination of this Agreement and shall remain in force and effect.
- 6.6. In the event that the Agreement is terminated, e4s shall at the request of the Customer make available to the Customer one backup copy of the User Records in relation to the System and User Records and job advertisements in relation the Jobsite and any other content owned by the Customer as applicable or shall delete these, as set out in the DPA.

7. FORCE MAJEURE

- 7.1. Neither party shall be liable in any way for failure or delay in performing its obligations under this Agreement resulting in a Force Majeure event if the failure or delay is due to causes outside the reasonable control of the party in default provided that each party shall take all reasonable steps to avoid or limit any delay caused. For the avoidance of doubt, failure to pay is not a Force Majeure.

8. CONFIDENTIAL INFORMATION

- 8.1. Except as provided in clause 8.2, 8.3 and 9, a party receiving Confidential Information ("Receiving Party") shall keep the Confidential Information confidential and shall not without the consent of the party disclosing the Confidential Information ("Disclosing Party") disclose it to any person or use it for any purpose other than the performance of its obligations under the Agreement.
- 8.2. The Receiving Party may disclose Confidential Information of the Disclosing Party to any governmental or other authority or regulatory body, or any employees, agents or sub-contractors only to the extent that is necessary for the purposes of the Agreement or as required by law and subject to the Receiving Party signing a confidentiality undertaking similar to the provisions set out in this clause 8.
- 8.3. The obligations under this Agreement shall not apply to any Confidential Information coming into or already in the public domain otherwise as a result of a breach by the Receiving Party of the terms of this clause or to the extent the Receiving Party is required by law to disclose such Confidential Information.

9. INTELLECTUAL PROPERTY, DATA AND THE PUBLICATION OF INFORMATION

- 9.1. All Intellectual Property Rights and title to the Websites, the System, the Services or the Jobsite, (save to the extent these incorporate any User Records, Customer Intellectual Property Rights or third party owned item) shall remain with e4s and/or its licensors and subcontractors. No interest or ownership in the Websites, the System, the Services, the Jobsite of the Intellectual Property Rights of e4s or otherwise is transferred to the Customer under the Agreement.
- 9.2. The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing Intellectual Property Rights and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Records. The Customer grants e4s a non-exclusive, licence to use User Records, Customer Intellectual Property Rights and any third party owned item for the duration of the Agreement, to the extent required for the provision of the Websites, the System, the Services or the Jobsite to the Customer. The Customer is not allowed to remove any proprietary marks or copyright notices from the Websites, the System, the Services or the Jobsite.
- 9.3. The Customer grant e4s a non-exclusive, non-transferable, licence to use the Customer's name, trademarks and logos only for the purposes of providing the Services, the Jobsite and for marketing for the duration of this Agreement.
- 9.4. e4s reserves the right to communicate information to and receive feedback from Customers, Users or third parties from time to time. The Customer grants to e4s a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit or incorporate into the System or Jobsite any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users or third parties and assigns all rights, title and interest in such items to e4s.
- 9.5. e4s reserves the right to use any information collected on the System or the Jobsite in an anonymous form for the purposes of identifying and/or publishing statistical information relating to User applications for positions provided that the use of such information is in accordance with the Privacy Policy and its statutory data protection obligations.
- 9.6. Each party undertakes to comply with its respective obligations under relevant applicable data protection laws, principles and agreements.
- 9.7. To the extent that personal data is processed when the Customer or Users using the Websites, the System, the Services or the Jobsite, the parties acknowledge that e4s is a data processor and the Customer is a data controller and the parties shall comply with their respective statutory data protection obligations and their contractual obligations set out in the DPA.
- 9.8. If a third party alleges infringement of its data protection rights, e4s shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.

10. GENERAL

- 10.1 No party may assign, charge, mortgage or otherwise transfer any or all of its rights or obligations under this Agreement in whole or in part without the other party's prior written consent, such consent shall not be unreasonably withheld. However, e4s shall be entitled to assign the Agreement to any company in the e4s group of companies or to any entity that purchases the shares or assets of e4s as the result of a merger, takeover or similar event.
- 10.2 e4s and the Customer are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship.
- 10.3 No variation, amendment or waiver of the Agreement shall bind either party unless made in writing and signed by duly authorised officers of both parties. Notwithstanding the aforesaid, e4s may change or modify the terms of this Agreement upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement prior to the expiry of the 30 day period.
- 10.3. In the event of a conflict between the documents that form this Agreement, the following order of priority shall apply and take control and precedence but the terms and provisions of this Agreement are not otherwise amended, waived or released (1) Order, (2) Terms and Conditions, (3) Schedules in their numerical order, (4) DPA (5) Privacy Policy and then (6) Cookie Policy.
- 10.4. No exercise or failure to exercise or delay in exercising any right power or remedy vested in either party under or pursuant to this Agreement shall constitute a waiver by either party or any other right power or remedy. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same.
- 10.5. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement as far as possible without modifying the remaining provisions of this Agreement.
- 10.6. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, representations, negotiations, discussions and understanding whether oral or written with respect to that subject matter.
- 10.7. Except as provided in this Agreement no term is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement or which grants rights to third parties under the laws of any other jurisdiction.
- 10.8. This Agreement shall be governed by English law and all disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts.
- 10.9 Unless explicitly stated otherwise in this Agreement, any notice under this Agreement shall be deemed to have been validly given if served personally on the other or if sent by first-class pre-paid post to the other's last known address. If sent by first class pre-paid post the notice shall be deemed to have been received 2 working days after the date of posting. If any such notice or other information is given by means of facsimile or email, then notice shall be deemed to have been received on the same day, provided it is sent within normal working hours or if sent outside normal working hours on the next working day.

SCHEDULE 1- ADVERTISING SERVICES

The terms in this Schedule 1 shall apply in addition to the Terms and Conditions to Customers who purchase advertising services from e4s, ("Agreed Services"), as set out in the Order.

1. SERVICES

- 1.1. e4s shall provide the Agreed Services subject to the provisions of the Agreement.
- 1.2. Unless the parties agree otherwise in writing, the Contract Term shall not begin and e4s shall not commence any Agreed Services until:
 - 1.2.1. the Order has been submitted by the Customer either electronically or in a hard copy form confirming, to the satisfaction of e4s, that the Terms and Conditions, this Schedule 1, the Privacy Policy and DPA shall apply, by way of online confirmation or signature by hand; and
 - 1.2.2. the Order is accepted by e4s by email confirmation or provision of a purchase order number; and
 - 1.2.3. payment for the Order has been received and cleared.
- 1.3. If any Agreed Services are not used within the Contract Term, they may not be carried over into any subsequent period without e4s' prior written consent.

2. PRICES

- 2.1. The Fees are as specified on the Websites. Any discounts agreed with the Customer are at the sole discretion of e4s and shall constitute "Confidential Information" and may not be disclosed by the Customer to any other person.
- 2.2. e4s may vary the Fees from time to time. No price changes shall take effect before expiry of the Contract Term.
- 2.3. Any Additional Services shall be subject to fees agreed between the parties.

3. PAYMENT

- 3.1. The Customer shall pay the Fees for the Agreed Services in advance before commencement of the Agreed Services.

4. WEBSITE CONTENT

- 4.1. The Customer acknowledges that e4s may, at its discretion and without any liability, remove from the Websites any Profile, Advertisement or the content of any information and/or material supplied to e4s ("Content") that is posted in breach of the rules set out in clause 4.2 below. The rules shall be updated by e4s from time to time and changes shall be notified to the Customer via the services. It is the Customer's responsibility to ensure compliance at all times with the current rules.
- 4.2. The rules:
 - 4.2.1. No duplication of profiles, job vacancies or Content.
 - 4.2.2. No gratuitous use of keywords. Gratuitous means deliberately inserting words, word strings or repeating job titles with the intention of influencing priority in the results listing, or increasing the number of page views
 - 4.2.3. Profiles, job advertisements and Content submitted for the Websites must be for genuine Customers' opportunities and vacancies only, and not for other products or services, either relating to or unrelated to recruitment including, but not limited to, affiliate schemes, pyramid selling schemes or any other business opportunity.
 - 4.2.4. URLs or email links (live or text only) are not permitted in the body of the profile or job description page.
 - 4.2.5. Profiles, Advertisements or Content which discriminate on grounds of sex, race or disability are illegal and shall not be accepted. Such Profiles, Advertisements or Content may be accepted by e4s if the Customer confirms that any requirement or qualification which may appear to discriminate illegally is in compliance with an applicable exemption available under relevant legislation. Notwithstanding any such confirmation, if e4s believes that a Profile, Advertisement or any Content may be discriminatory, e4s may at its sole discretion amend the Profile, Advertisement or Content or remove it from the Websites entirely without any liability or obligation to the Customer.
 - 4.2.6. The content of any proposed Profile or Advertisement or Content must be true, accurate and not misleading, shall not infringe the rights of any third party and shall not contain any material that is offensive, discriminatory or of a nature that could reasonably be deemed unsuitable for the general public.

- 4.2.7. All Content must be relevant, accurate and up to date and e4s must be notified immediately if there are any material changes to the Content that cause it to be in breach of this clause 4.2.7.
- 4.3. Notwithstanding clause 4.2., e4s reserves the right to refuse any proposed Advertisements and/or Content, or remove any Advertisements and/or Content already posted, if illegal or immoral, or on any other grounds that e4s deems reasonable, including, but not limited to:
 - 4.3.1. Advertisements or Content for escort and/or adult and/or gambling industry work;
 - 4.3.2. Advertisements or Content where candidates are required to send money and/or self-addressed envelopes for information and/or as part of the application process;
 - 4.3.3. Advertisements or Content requiring an upfront payment or consideration of any kind;
 - 4.3.4. Advertisements or Content posted by any Customer who has registered using a generic e-mail address (e.g. Hotmail, Gmail, yahoo) and/or a mobile phone number where e4s cannot verify its authenticity to e4s' satisfaction;
 - 4.3.5. Advertisements or Content that contain links to other websites offering job posting facilities or contains Content or links to a site which, in e4s' opinion, is defamatory, illegal or objectionable or will bring e4s' reputation into disrepute.
- 4.4. The Customer shall be responsible for Content. The customer must ensure that it has the right to disclose Content to e4s and that the Content complies with all relevant legislation and codes of practice. If e4s receive complaints about any Content e4s may, at its sole discretion, immediately remove such Content from the Websites without any liability to the Customer.
- 4.5. If the Advertisement or any Content links to another website via an external apply online option, the Customer is responsible for maintaining the links and the content of the linked site.
- 4.6. Any Advertisement may also appear on Third Party Partner recruitment websites as part of the Agreed Services.
- 4.7. If the Customer is an employment agency or an employment business (as defined by the Employment Agencies Act 1973) it is the Customer's responsibility to ensure the Advertisements comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

5. OBLIGATIONS AND WARRANTIES

- 5.1. e4s shall:
 - 5.1.1. Make the Websites available to the Customer and to Users via the internet and shall where possible carry out routine maintenance between the hours of 8pm – 6am (UK local time);
 - 5.1.2. Ensure that the servers have adequate capacity and bandwidth to support reasonable usage of the Websites by the Customer and Users.
- 5.2. The Customer shall:
 - 5.2.1. Act in good faith at all times and deal fairly and professionally with any individuals who may respond to any Advertisement or Content and ensure that any data received in response to any Advertisement or Content is used only for legitimate recruitment purposes and in compliance with applicable data protection law;
 - 5.2.2. Not do anything which may bring the reputation of e4s into disrepute;
- 5.3. e4s reserves the right to request further details on any Content submitted by the Customer. It is the responsibility of the Customer to respond to any such requests promptly to the satisfaction of e4s.
- 5.4. The Customer shall:
 - 5.4.1. Immediately inform e4s on becoming aware of any unauthorised use of the Website or other breach of this Agreement and take all appropriate steps to ensure such activity ceases to prevent any recurrence;
 - 5.4.2. Ensure that passwords or other access information is not divulged to any third party, including persons no longer employed or contracted by the Customer;
 - 5.4.3. To the extent practicable, keep full and up-to-date records of everyone who has access to the Customer account and their access details;
 - 5.4.4. On receipt of e4s' written notice immediately investigate any unusual activity.

6. DISCLAIMER

- 6.1. The Customer acknowledges that e4s acts as an advertising medium only and cannot guarantee or be held liable in respect of either the level of response to any Advertisement or the quality of any individuals responding to any Advertisement. It is the Customers' responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.
- 6.2. Any contact between the Customer and any individuals responding to any Advertisement is the sole responsibility of the employer. E4s has no control over such contact and shall have no liability whatsoever in respect of the same.
- 6.3 The Customer acknowledges that e4s is not an employment agency nor an employment business (as defined by the Employment Agencies Act 1973) and is therefore not subject to the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

SCHEDULE 2- PROVISION OF APPLICANT TRACKING SYSTEM (ATS)

The terms in this Schedule 2 apply in addition to the Terms and Conditions to Customers who purchase the ATS System from e4s, as set out in the Order.

1. LICENCE

- 1.1. Subject to the provisions of the Agreement, e4s hereby grants to the Customer a non-exclusive, non-transferable right to use the System (including any associated Intellectual Property and Confidential Information of e4s) for User Handling, ("Licence"). Such Licence permits the Customer to make copies of software or other information necessary for the Customer to use the System via the Internet. No additional implied rights are granted beyond those specifically mentioned in this clause 1.1.
- 1.2. The Licence shall commence on the Customer system account going live ("Effective Date"), for such period as specified in the Order ("Initial Term"). On expiry of the Initial Term, the Licence shall automatically renew for successive periods of 12 months, (each a "Renewal Period") and continues until either party terminates the Agreement by giving the other at least 90 days notice in writing prior to the start of a Renewal Period or a party terminates for cause pursuant to clause 6.2 or 6.3 of the Terms and Conditions. Neither party may terminate the Agreement without cause during the Initial Term. The Initial Term and any Renewal Term(s) together form the Contract Term.
- 1.3. Unless the parties agree otherwise in writing, the Initial Term shall not begin until:
 - 1.3.1 The Order has been submitted by the Customer either electronically or in a hard copy form confirming, to the satisfaction of e4s, that the Terms and Conditions, this Schedule 2, the Privacy Policy and DPA shall apply by way of online confirmation or signature by hand; and
 - 1.3.2 The Order is accepted by e4s by email confirmation or provision of a purchase order number.

2. THE SYSTEM

- 2.1. The Customer acknowledges that it is responsible for all equipment and software necessary to connect to the internet and acknowledges that DS, cable, fibre optic or other high speed internet connection is required for the proper performance of the System.
- 2.2. e4s reserves the right to electronically monitor the Customer's use of the System.
- 2.3. Modifications requested by the Customer to the standard functionality of the System may be accepted at the sole discretion of e4s. Where e4s does accept such a request the Customer shall pay additional Fees in accordance with clause 3.5.
- 2.4. The Customer acknowledges that it will not be granted or assigned any Intellectual Property Rights in the System as a result of any modification and any such Intellectual Property Rights shall be owned by e4s.

3. FEES

- 3.1. The Customer shall pay the Fees in accordance with the Order.
- 3.2. At the start of each Renewal Period, e4s may automatically increase the Fees for the Renewal Period by up to 2% above the UK Retail Price Index.
- 3.3. Any discounts agreed with the Customer are at the sole discretion of e4s and shall constitute "Confidential Information" and may not be disclosed by the Customer to any other person.
- 3.4. All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which, if applicable, shall be charged in addition at the rate in force at the date any payment is due.
- 3.5. Where the Customer requests specific modifications under clause 2.3, the Fee will be increased to reflect the time spent delivering the requested modifications, on a time and materials basis ("Uplifted Fee").

4. PERMITTED USES

- 4.1. Subject to clause 5 below, the Licence permits the Customer to:
 - 4.1.1. Access the System for the purpose of User Handling;
 - 4.1.2. Display, download, print or otherwise manipulate the Secure Data included in the System for its internal business purposes of User Handling; and
 - 4.1.3. Post job advertisements on to the System.

5. PROHIBITED USES

- 5.1. The Customer shall not:
 - 5.1.1. Provide, by electronic means or otherwise, access to the System, User Records or Secure Data to any person who has not been authorised by e4s to have access to the System.
 - 5.1.2. Copy the software or source code of the System nor translate, adapt, vary or modify the System software nor disassemble, decompile or reverse engineer the System software and not create any software which is substantially similar to the System software nor use it in any manner which would be restricted by copyright; or
 - 5.1.3. Lease, loan, resell, assign, licence, distribute or otherwise permit access to the System; or
 - 5.1.4. Be involved in the creation and/or operation (or assist in any way in the creation and/or operation) of services competitive or potentially competitive, to those supplied by e4s under this Agreement.
- 5.2. Where the Customer uses the System for any of the prohibited uses detailed above, e4s shall be entitled to terminate the Licence immediately without liability to the Customer and the Customer shall indemnify

and hold e4s harmless from and against all claims and losses arising from loss, damage, cost, liability or expense (including legal and professional fees), infringement of third party Intellectual Property Right or third party losses by reason of or arising out of any breach by the Customer of this clause 5.

6. OBLIGATIONS AND WARRANTIES

- 6.1. e4s shall use reasonable endeavours to:
- 6.1.1. Make the System available to the Customer and Users via the internet and shall where possible carry out routine maintenance between the hours of 8pm – 6am (UK local time);;
 - 6.1.2. Ensure that the servers have adequate capacity and bandwidth to support reasonable usage of the Customer and Users;
 - 6.1.3. Ensure that the System will materially perform in accordance with any e4s customer guide that is made available to the Customer;
 - 6.1.4. Supply a telephone helpdesk Monday to Friday, 9am to 5.30pm, UK time, excluding UK Bank Holidays, and respond to support queries submitted by the Customer by telephone, e-mail, letter and fax within those hours; and
 - 6.1.5. On receipt of written notice relating to a problem with the System (made by the Customer under clause 6.2.6), investigate any such reported problem, and rectify and correct any problem caused by e4s.
- 6.2. The Customer shall:
- 6.2.1. Act in good faith at all times and deal fairly and professionally with any Users who may respond via the System and ensure that any data received is used only for legitimate recruitment purposes and in compliance with all applicable laws;
 - 6.2.2. Not do anything which may bring e4s' reputation into disrepute;
 - 6.2.3. Ensure that User Records are true, accurate and not misleading and do not infringe the rights of any third party;
 - 6.2.4. Ensure that any information submitted to e4s is relevant, accurate and up to date and notify e4s immediately if there are any material changes to the same;
 - 6.2.5. After completing the Order, respond in a timely and reasonable manner to any of e4s' queries to enable e4s to deliver the set up of the Customer account for the System;
 - 6.2.6. Immediately notify e4s in writing at any time if the Customer believes it may have discovered a problem with the System;
 - 6.2.7. Ensure that no libellous User Records will be maintained within the System;
 - 6.2.8. Be responsible for all activities that occur under the Customer's accounts;
 - 6.2.9. Not use the System to send unsolicited commercial emails to any person. For the purposes of this Agreement unsolicited commercial emails include any email or other electronic communication that is sent by or at the request of the Customer to a person with whom the Customer has no prior business relationship or has not consented to receiving the communication.
- 6.3. The Customer shall keep all records reasonably necessary to enable the verification of its compliance with this Agreement and acknowledges that e4s shall have access to the User's Records during normal business hours, and the right to examine the records on having given reasonable prior written notice. e4s reserves the right to request further details on any information or content that is submitted by the Customer. It is the responsibility of the Customer to respond to any such request promptly to the satisfaction of e4s.
- 6.3.1. Immediately inform e4s on becoming aware of any unauthorised use of the System or other breach of the Agreement and take all appropriate steps to ensure that such activity ceases to prevent any recurrence;
 - 6.3.2. Ensure that passwords or other access information is not divulged to any third party, including persons who are no longer employed or contracted by the Customer;
 - 6.3.3. To the extent practicable, keep full and up-to-date records of everyone who has access to the Customer account and their access details;
 - 6.3.5. On receipt of e4s' written notice immediately investigate any unusual activity.

7. DISCLAIMER

- 7.1. The Customer acknowledges that e4s cannot guarantee or be held liable in respect of either the level of response or the quality of any individual's responding on the System. It is the Customer's responsibility to carry out such checks and procedures as is necessary to ensure that Users are suitable for the job advertised and have the required qualifications and personal characteristics.
- 7.2. Any contact between the Customer any permitted parties and any User is the sole responsibility of the Customer. E4s has no control over such contact and shall have no liability whatsoever in respect of the same. The System enables the Customer to include its own User notes to the System and e4s is not responsible for the content of any User notes made by or on behalf of the Customer.

SCHEDULE 3- PROVISION OF JOBSITE TO CUSTOMER

The terms in this Schedule 3 apply in addition to the Terms and Conditions to Customers who purchase a hosted jobsite from e4s, as set out in the Order.

1. LICENCE

- 1.1. Subject to the provisions of the Agreement, e4s hereby grants to the Customer a non-exclusive and non-transferable right to use the jobsite as described in the Order ("Jobsite"), including any associated Intellectual Property Rights and Confidential Information of e4s, for User Handling, ("Licence"). Such Licence permits the Customer to make copies of software or other information necessary for the Customer to use the Jobsite. No additional implied rights are granted beyond those specifically mentioned in this clause 1.1
- 1.2. The Licence shall commence on the Customer System account going live, and subject to earlier termination under clause 6.1 of the Terms and Conditions, shall continue for such period as specified in the Order ("Licence Period") after which the Licence will expire, unless renewed by the Parties for a further licence period.
- 1.3 Unless the parties agree otherwise in writing, the Licence Period shall not begin until:
 - 1.3.1 The Order has been submitted by the Customer either electronically or in a hard copy form confirming, to the satisfaction of e4s, that the Terms and Conditions, this Schedule 3, the Privacy Policy and DPA shall apply by way of online confirmation or signature by hand; and
 - 1.3.2 The Order is accepted by e4s by email confirmation or provision of a purchase order number.

2. THE JOBSITE

- 2.1. e4s will develop and maintain the Jobsite on behalf of the Customer.
- 2.2. The Customer will provide all content for the Jobsite, including input into design to coordinate with its branding and will provide any logos or trademarks which are to appear on the Jobsite in whatever format is requested by e4s.
- 2.3. e4s will provide the Customer with the ability to login to the admin area and control the main content of the content of the Jobsite.
- 2.4. The Customer will sign off the agreed specification of the Jobsite with e4s and after this is signed off, further changes or modifications requested by the Customer may result in the completion deadline being delayed and an increase in Fees due to the Customer, which shall be agreed in writing between the parties before such changes or modifications are made by e4s.

3. FEES

- 3.1. The Customer shall pay the Fees in accordance with the Order, at the times set out in the Order.
- 3.2. e4s may vary the Fees from time to time. No price changes other than those referred to in clause 2.4 shall take effect before the start of any new licence period.

4. OBLIGATIONS AND WARRANTIES

- 4.1 e4s shall use reasonable endeavours to:
 - 4.1.1. Make the Jobsite available to the Customer and Users via the internet and shall where possible carry out routine maintenance between the hours of 8pm – 6am (UK local time);
 - 4.1.2. Ensure that the servers have adequate capacity and bandwidth to support reasonable usage of the Customer and Users;
 - 4.1.3. Ensure that the System will materially perform in accordance with any e4s customer guide that is made available to the Customer;
 - 4.1.4. Supply a telephone helpdesk Monday to Friday, 9 am to 5.30pm, UK time, excluding UK Bank Holidays, and shall respond to support queries submitted by the Customer by telephone, e-mail, letter and fax within those hours; and
 - 4.1.5. on receipt of written notice relating to a problem with the Jobsite, investigate any such reported problem and correct any problem caused by e4s.
- 4.2 The Customer is responsible for all privacy policies and terms of use in relation to the Jobsite.
- 4.3 The Customer is responsible for the look and feel of the Jobsite and all written and graphic content of the Jobsite. The Customer shall provide written approval or sign off as required by e4s prior to the Jobsite going live.

5. DISCLAIMER

- 5.1 The Customer acknowledges that e4s cannot guarantee or be held liable in respect of either the level of response or the quality of any individuals responding on the Jobsite. It is the Customer's responsibility to carry out such checks and procedures as is necessary to ensure that Users are suitable for the job advertised and have the required qualifications and personal characteristics.
- 5.2 e4s expressly does not warrant that any specific result or objective shall be achieved, be achievable or be attained at all or by a specific date.

6. ADDITIONAL INTELLECTUAL PROPERTY AND DATA MATTERS

- 6.1. The Customer agrees that e4s may use the Customer's name, trademarks, and logos in order to provide the Jobsite and for marketing purposes.
- 6.2. The Customer shall retain ownership of all Intellectual Property Rights in any content provided by it in relation to the Jobsite, including all design elements.
- 6.3. The Customer acknowledges that any and all Intellectual Property Rights subsisting or used in connection with developing and maintaining the Jobsite, including materials, software and information produced by e4s, are and shall remain the sole and absolute property of e4s.