



## Terms and Conditions (General)

### 1. INTERPRETATION

The supply of the products and services specified on the Quote Form attached to these terms and conditions ("conditions") by us to you is subject to these conditions. The Quote Form, once accepted, together with these conditions, is an agreement between us and you for the supply of products and services (the "Agreement"). The term of this Agreement (the "Term") will commence on the date you agree to this Agreement (the "Effective Date"), and will expire upon the earlier of (i) the expiration of one year from the Effective Date, or (ii) the expiration of the latest period of the product(s) being purchased by you or (iii) where a Hosted Career Site has been purchased, on the expiration of one year from the launch date of such site and, except as otherwise provided below, may not be terminated by either you or us. Any references to "we" or "us" or "our" are references to Recruitment Websites Ltd (incorporated in England and Wales with company number 6300453) or our successors or assigns. Any references to "you" or "your" are references to the company/business named on the Quote Form. Any reference to the "Agreement" is a reference to the Quote Form, these conditions and any Specification.

### 2. REGISTRATION

The details provided by you on registration as a user of the websites currently located at the URL address <http://www.buildingservices-jobs.co.uk> / <http://www.civilstructuraljobs.co.uk> (the "Site") are important and must be true, complete and correct. You agree to notify us immediately of any changes which are relevant to your registration by informing us at [info@recruitmentwebsites.com](mailto:info@recruitmentwebsites.com). On successful registration and acceptance as a user of the Site, you shall be entitled to use the Site subject to this Agreement and the Terms of Use of the Site.

### 3. YOUR INFORMATION

We will respect your information and undertake to comply with all applicable UK data protection legislation currently in force. Other than as required by law or as permitted by these conditions, we will not disclose your registration as a user to any third party without your permission. In order to maintain the integrity of the Site, we reserve the right to forward contact details to any regulatory authorities when requested to do so including the police. We may also forward contact details where a complaint arises concerning your use of the Site and where that use is deemed to be inconsistent with these conditions.

### 4. INTELLECTUAL PROPERTY RIGHTS

Nothing in these conditions shall take effect so as to give you any rights in relation to copyright, trade marks or other intellectual property rights in the Site other than the limited rights of use of such service as set out in these conditions. In addition, any job postings placed on the Site by you hereunder and all elements which are a part of the foregoing and all intellectual and other proprietary rights therein are and will at all times remain your property. Except as permitted by applicable law, you agree not to copy, modify or reverse engineer any part of the Site. You hereby indemnify us against any and all liability for any and all copyright infringement or the breach of any other intellectual property right that is caused by your failure to abide by these conditions and the Terms of Use of the Site.

### 5. OUR OBLIGATION TO YOU

We will use our reasonable endeavours to maintain the Site in a fully operating condition and error free. We shall have no liability for any failures in you accessing the Site caused by any software utilised by you when inputting any posting information.

### 6. YOUR OBLIGATIONS TO US

You agree that you will only use the Site in a manner that is consistent with these conditions and the Terms of Use of the Site and in such a way as to ensure compliance with all applicable laws and regulations. In particular, you will not use the Site to display, transmit or distribute or link to any material which is defamatory, offensive or obscene or of a menacing character or which may, in our judgment, cause annoyance or inconvenience or anxiety to any person including, without limitation, any racist, sexist, harassing, threatening, discriminatory, vulgar or abusive material, opinions or messages. You also agree that age, gender or ethnicity data or any other such information provided by an applicant will not be used in any employment-related decision. You agree you will not use or attempt to use, and will cause each party under your control not to use or attempt to use, any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available from us on the Site and other than generally available third party web browsers. To the extent to which you use, or the use by any employee or person authorised by you, causes loss or damage to any person who has posted their CV on the Site or any other person, you agree to indemnify us immediately on demand in relation to any such losses or damages including where necessary any legal, administrative and/or technical charges that may arise from such use. You agree not to use the Site or the services made available to you on or through the Site such that you cause a whole or part of the Site or such services to be interrupted, damaged, rendered less efficient or in any way impaired. You agree to take full responsibility for the use of the Site made by you and your subcontractors and agents and accordingly you accept liability under these conditions for third party use of the Site permitted by you which is in breach of these conditions. You agree not to use the Site to gain or seek unauthorised access to other computer systems. You agree not to resell any of the products and services that you purchase from us including, without limitation, any postings or any CV database access to any third party other than those specifically disclosed to us in this Agreement or as we otherwise agree. Furthermore, you agree that, if you resell any postings to third parties not disclosed to us in the Agreement, we shall be entitled (in addition to our entitlement to terminate this Agreement) to remove any and/or all of such job postings and any or all of your other job postings as we may in our sole discretion determine. These conditions do not permit you to place postings on any website operated by any of our affiliates unless you have expressly purchased postings for such affiliate's site. Furthermore, you agree that, if you display postings on any website operated by any of our affiliates and you have not expressly purchased postings for such affiliate's site, we shall be entitled (in addition to our entitlement to terminate this Agreement) to remove or procure the removal of any and/or all of such job postings and any or all of your other job postings as we may in our sole discretion determine. Notwithstanding the provisions of this Agreement, if you display postings on any website operated by any of our affiliates under this Agreement you agree that these conditions and the standard terms and conditions for job postings on such website shall apply to such postings save that in the event of any conflict between such terms and conditions and these conditions, these conditions shall prevail.

### 7. CONFIDENTIALITY

You agree to maintain the confidentiality of the price(s) agreed between us pursuant to this Agreement and to keep any negotiations or other information connected therewith or otherwise related to this Agreement in strict confidence and not to disclose such information to any third party. You agree that the disclosure or use of such confidential information by you in violation of the provisions of this condition would cause irreparable injury to us therefore in such event we, in addition to any other remedies we may have, will be entitled to injunctive relief.

### 8. LIMITATION OF LIABILITY

Nothing in these conditions shall limit either our or your liability for personal injury or death caused respectively by our or your negligence. Subject to this condition, we shall not be liable to you or to any third party for any lost profits, any loss of business, any cost of replacement services or indirect, consequential, incidental or special losses or damages of any kind or nature whatsoever, howsoever caused, and your exclusive remedy for any claim, loss or damages in any way related to any services provided or anticipated to be provided under these conditions shall be limited to the aggregate value of any services purchased from us. Nothing contained in this condition shall prevent either party from seeking injunctive relief. To the extent permitted by law, we make no warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose or non-infringement with respect to our services or any web site or the functionality, performance or results of use thereof.



#### 9. SUSPENSION AND TERMINATION

We reserve the right to suspend the services offered to you by us and/or all passwords and other access codes if we have reasonable cause to suspect that you are in breach of any of these conditions. Your right to continue to use the Site and/or any Career Site and this Agreement will terminate immediately on written notice from us if you fail to comply with any of these conditions; or you become insolvent or bankrupt or we receive an unsatisfactory credit check against you at any point; or we terminate any other agreement with you following your breach of that agreement. In such an event, we will be entitled to accelerate all amounts due hereunder and to collect all costs and legal expenses incurred. The terms of this Agreement which are necessary for its enforcement shall survive any expiration or termination of this Agreement. Upon any termination or expiration of this Agreement, all licenses and rights granted to either party hereunder by the other party shall immediately terminate as will all access granted by us to you in relation to any website.

#### 10. PAYMENT TERMS

You agree to pay us the charges set out on the Quote Form attached to these conditions and in any Specifications (if applicable). All invoices are subject to VAT at the prevailing rate and are payable to us in full and in cleared funds within 14 days of invoice date. If any invoice remains unpaid 14 days after the relevant invoice date, or in the event that you use all of the services and products purchased by you pursuant to this Agreement and any amount due under this Agreement has not yet been invoiced by us, an amount equal to full unpaid value of the services and products purchased pursuant to this Agreement will become payable immediately. You are also responsible for the payment of any other present or future sales, use, excise or other similar tax (excluding taxes based on our net income) applicable to the services. In addition, you shall be liable for any collection or enforcement costs of collection in the event of late payment. We may assign to a third party the right to collect and receive payment. We may carry out a credit check against you from time to time. You authorise us to obtain trade and bank references, credit information relating to you from external credit reporting sources, consumer credit agencies and other credit sources as may be necessary and you agree to provide such credit information as we may reasonably require. We reserve the right to refuse to extend any credit to you and to require prepayment from you before providing any services. We may set off any amount received by us from you against any amount which is due and payable under this Agreement.

#### 11. MISCELLANEOUS

Failure or neglect by us to enforce at any time any of the provisions of these conditions shall not be construed nor shall be deemed to be a waiver of our rights under these conditions nor shall in any way affect the validity of the whole or any part of these conditions nor shall it prejudice our rights to take subsequent action. In the event that any of the provisions of these conditions shall be determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. This Agreement (i) constitutes the entire agreement between us with respect to the subject matter hereof and supersedes any previous oral or written arrangements or understandings relating thereto as well as any purchase orders not supplied by us that have been or may from time to time be submitted by you, (ii) may be signed in counterparts, (iii) may not be amended, terminated or waived orally and (iv) may not be assigned or resold by you, in whole or in part, directly or indirectly, by operation of law, merger, asset or stock sale or transfer or otherwise. All notices given hereunder will be given by first class mail, by hand or overnight courier to the respective address set out in this Agreement and will be deemed given upon actual delivery thereof. The headings used herein are for ease of reference only and will not be used to construe or interpret the provisions of this Agreement. No term of this Agreement is enforceable by any person who is not a party to it.

#### 12. FORCE MAJEURE

We shall not be liable to you in respect of anything that may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond our control which shall include, but shall not be limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, telecommunications and utilities failure, riot, civil commotion or civil authority, including acts of local government and parliamentary authority, breakdown of plant or machinery or software or death of royalty. This paragraph shall not affect the presumption of continuity of contracts on the introduction of the single European currency set out in the first sentence of Article 3 of Council Regulation 9255/97 of the European Union.

#### 13. APPLICABLE LAW AND JURISDICTION

The laws of England and Wales shall govern these conditions and your use of the Site and the parties hereby submit to the exclusive jurisdiction of the English courts.

#### 14. POSTINGS

You agree that any and all postings that you display on the Site will relate to specific live job positions and that no postings displayed on the Site will be stock or generic job descriptions. In addition, you agree job postings posted by you will not contain a hyperlink to any website which contains material which is defamatory, offensive or obscene or of a menacing character or which may, in our judgment, cause annoyance or inconvenience or anxiety to any person including, without limitation, any racist, sexist, harassing, threatening, discriminatory, vulgar or abusive material, opinions or messages. Furthermore, you agree that if you include such a link or display any stock or generic job descriptions on the Site, we shall be entitled immediately and at our sole discretion to remove any and/or all of your links and/or job postings whether they are specified or generic in nature without us incurring any liability to you whatsoever and accordingly you acknowledge that you will have no claim against us in connection with any loss suffered by you in such circumstances. We shall also be entitled to terminate this Agreement if you display such postings whereupon any amount outstanding in relation to the full value of the services and products purchased pursuant to this Agreement will become payable immediately. All job postings purchased hereunder have a scheduled run for a 30 day duration except as otherwise provided on the Quote Form and must be posted during the Term after which all job postings purchased hereunder expire. Notwithstanding anything to the contrary contained herein, unlimited job posting packages are not permitted and any agreement or statement (written or oral) with respect to unlimited job postings made in this Agreement or otherwise will be void and of no force or effect. Any jobs posted by you on the Site in excess of the number of jobs provided for in this Agreement will be billed to you and will be payable by you in accordance with the terms hereof at our then prevailing rate for such job postings. Any re-activation of a deleted or expired job posting, refreshing or renewing of any job posting, change in the job board where a job has been posted, change in the reference code of a job or change in location where a job is based (including a change of City/Town) constitutes use of an additional job posting hereunder. Subject to clause 18, we will not monitor or edit the contents of your postings on the Site unless required to do so by law (in particular laws relating to defamation, harassment, discrimination or obscenity) or in the good faith belief that such action is necessary to comply with legal process served on us; protect and defend our right to properties; act under exigent circumstances to protect the personal safety of our users or the public; carry out necessary maintenance or improvements to the posting service; or make it clear that any posting which you display on the Site and which is in relation to a business opportunity (and not for a specific live job position) is such a business opportunity.

#### 15. CV ACCESS

The Site's CV database (the "CV Database") is a private database for use by licensed members only. Each CV Database access license allows a single user to access the CV Database using one unique password in accordance with the terms of the specific CV access package chosen (each a "CV Access Package"). CV Access Packages provide access to the CV Database according to the maximum number of CV views, the geographic segment(s) of the CV Database accessible by a licensed user and the period of time access is permitted to the CV Database ("Access Period"). A CV view occurs in a number of instances including any viewing of a CV as a result of the selection of a CV title from the search results page or the selection of an individual or multiple CVs and the subsequent addition to a folder. A view will be charged for when viewing a CV associated to a note where the CV has not been added to a folder but the CV title has been selected from the CV notes page. Additionally, CV views are not distinct; once a CV has been viewed, each successive selection of the CV title from the search results page will



constitute an additional viewing. If you (including any of your employees or consultants) are found to share passwords with any non-licensed users, such sharing will be a breach of this Agreement. For purposes of this Agreement, recruitment agencies, staffing agencies, advertising agencies and all other agencies (other than you, if applicable) cannot be licensed users. You agree to notify us promptly after the departure of any person to whom a password was provided and we reserve the right to cancel such password and issue a new password in lieu thereof. We reserve the right periodically to change issued passwords. In the event that you purchase a CV Access Package hereunder with an Access Period that extends beyond the Term these conditions will apply to the CV Access Package until the expiration of this Agreement and thereafter, the CV Access Package will be subject to a new agreement to be executed by us both and effective as of the day after the date of expiration of this Agreement. In the event we do not execute a new agreement with respect to a CV Access Package purchased hereunder with an Access Period that extends beyond the Term, the Access Period of such CV Access Package will be coterminous with this Agreement. You agree that you will use the CV database to search for candidates for specific live jobs and will not offer them any other services. If we receive any complaints from candidates or otherwise become aware that any candidate has been offered any other services, apart from specific live jobs, we reserve the right to terminate this Agreement without us incurring any liability to you whatsoever and accordingly you acknowledge that you will have no claim against us in connection with any loss suffered by you in such circumstances. We shall also be entitled to terminate this Agreement if you offer such services whereupon any amount outstanding in relation to the full value of the services and products purchased pursuant to this Agreement will become payable immediately.

#### 16. ADVERTISING

Positioning of advertisements is within our sole discretion. You acknowledge that we have made no guarantees with respect to usage statistics or levels of impressions for any advertisement. You will provide all materials for the advertisement in accordance with our policies. All contents of advertisements are subject to our approval. We reserve the right in our sole discretion to reject or cancel any advertisement, space reservation or position commitment at any time. In addition, we may reject any URL link embodied within any advertisement and reserve the right to reject or terminate the display of an advertisement if it fails to conform to applicable laws and regulations, our policies or the public interest. We may reject or remove an advertisement for an advertised website which is not functional or which we deem unsuitable for linking to the Site. If we fail to publish an advertisement agreed pursuant to this Agreement (or in the event of any other failure, technical or otherwise, of such advertisement to appear), including any failure to deliver an agreed number of impressions within a particular time-frame, our liability to you will be limited to, at our option, either a refund of the advertising portion of the fee relating thereto or placement of the advertisement at a later time in a comparable position.