

Recruiter Terms & Conditions

BETWEEN:

(1) Eteach UK Limited ('Eteach') 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 Eteach Services by Eteach (hereinafter referred to as the "Client" or "you") (each a "Party" and together the "Parties"). If you wish to use the Eteach 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 Eteach Website or other site(s) that utilise Eteach servers for the purpose of providing the Services.

IT IS HEREBY AGREED THAT:

1. DEFINITIONS

In this agreement, the following terms shall mean:-

- 1.1. "Administrator" means such employee as the Client authorises to liaise with Eteach, to post information to the Eteach Website.
- 1.2. "Advertising Services" means services selected by the Client and indicated in the Sales Order, which provide a mechanism whereby the Client may manage their Vacancies and Applicants
- 1.3. "Agreement" means these terms and conditions of business including any sales order, schedule or annexure to them and any document referred to in them.
- 1.4. "Applicant" means a Candidate that has applied for a position either electronically via the Website, or by other means, having seen the Vacancy on the Website. "Applicants" should be construed accordingly.
- 1.5. "Candidate" is an individual that is registered in the Eteach database and "Candidates" should be construed accordingly.
- 1.6. "Commencement Date" means the date when the Services are available to the Client and is usually indicated on the Sales Order.
- 1.7. "Education Providers" means Local Education Authorities, Schools, Academies, Multi Academy trusts and other providers of education
- 1.8. "Eteach's Privacy Policy" means the Privacy Policy published on the Website, as amended from time to time
- 1.9. "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
- 1.10. "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.
- 1.11. "Material" means text, graphics, images, sound, video or any combination thereof
- 1.12. "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
- 1.13. "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
- 1.14. "Service Fee" means the subscription fee for the Services payable by the Client.
- 1.15. "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).
- 1.16. "Services" means Advertising Services and/or Talent Pool Services selected by the Client and indicated in the Sales Order
- 1.17. "Talent Pool Services" means the services selected by the Client and indicated in the Sales Order, 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.
- 1.18. "The Client's section of the Website" means the section(s) of the Website containing the information relating to the Client's Services.
- 1.19. "Vacancy" means a current education based employment position within the Client and Vacancies shall be construed accordingly.
- 1.20. "Website" means www.eteach.com, www.schoolrecruiter.co.uk, www.surreyschools.com, www.teachinlondon.net and any sub-directories and sub-domains thereof.

2. THE AGREEMENT

- 2.1. In consideration of the Client complying with the provisions of this Agreement and paying the Service Fee, Eteach 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 Eteach.

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- 2.3. The Client undertakes to check all information and Material submitted to Eteach in relation hereto for inclusion in the Client's section of the Website or otherwise before submission and accepts that Eteach may refuse to process or post such information and Material if Eteach deems it to be offensive or inappropriate.

3. WARRANTIES

- 3.1. Eteach 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 Eteach's Privacy Policy and Eteach's Data Protection registration and shall not be sold to any third party.
- 3.2. Eteach does not warrant that:
- 3.2.1. the provision of the Services will be uninterrupted or error-free; or
- 3.2.2. where it posts any Material to the Website such Material will be complete and accurate and accord with the Material submitted by the Client or the Administrator;
- 3.3. 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.
- 3.4. 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. Eteach strongly recommends the use of the most recent production version of Microsoft Internet Explorer (with all updates applied) that has been widely used for the 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 Internet Explorer or browser software from other manufacturers.

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 Website and for any Material or other information provided to Eteach. For the avoidance of doubt, this Clause 4 shall apply to all Material, whether posted on the Client's section of Website by the Client itself, or on the Client's behalf by another person (whether Eteach or a third party).
- 4.2. Eteach 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 Eteach 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 Website 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 Website 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 Eteach 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 of the Website 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 Eteach 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 Eteach.
- 4.5. Eteach shall retain the right at all times to amend, modify or suspend the Website (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 Website, place a prominent notice on the Client's section of the Website where an allegation of defamation or Intellectual Property Right infringement is made by a third party or place a link on the Website to another website containing the alleged version of events and/or to remove any Material already appearing on the Client's section of the Website which may, in the opinion of Eteach not be in compliance with any of the provisions of Clauses 4.3 or 4.4.
- 4.6. Eteach'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 Website under Clause 4.1. Posting of Material by Eteach on the Website 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.
- 4.7. By submitting an advertisement you are formally confirming that the content of the advertisement is fully compliant with Section 29 of the Race Relations Act 1976, as amended from time to time. Eteach will seek to rely on 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 website.
- 4.8. Database rights and all other applicable copyright and intellectual property rights in the database belong to Eteach. The Client acknowledges that no rights in the database or its content are acquired and that the retention

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and use of the database and its content is governed by these terms and conditions.

- 4.9. 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 Eteach of the name and contact details of the Administrator and any changes thereto from time to time and to provide Eteach 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 Eteach 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 Website. Where Eteach pays any such sums, the Client undertakes to reimburse such sums to Eteach immediately on demand.
- 5.4. The Client undertakes fully to virus-check all data and Material supplied to Eteach pursuant to this Agreement.
- 5.5. The Client undertakes not to embark on any course of action, whether by use of the Website 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 Eteach.
- 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 Eteach to breach the Eteach Privacy Policy set out on the Website from time to time.
 - 5.6.3. indemnify and keep Eteach fully and effectively indemnified against costs, claims, damages, loss, expenses and liabilities incurred by Eteach 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 Website.
 - 5.6.6. access the Website solely for the purposes of using the Services and not otherwise.

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 Eteach 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 Eteach against all damages, liabilities, costs and expenses which Eteach 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 Website or any act or omission by the Client, its employees or agents.
- 6.5. The Client hereby grants a licence to Eteach without charge to use its Intellectual Property Rights to the extent necessary for the purpose of this Agreement.

7. LIMITATION OF LIABILITY

- 7.1. Eteach is 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. Eteach is not liable for any viruses uploaded to the Website by third parties, the Client or the Administrator.
- 7.3. Eteach 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 Eteach.
- 7.5. Eteach shall not be liable for ensuring that there is not any Material, data or information on the Client's section of Website, which is illegal or unlawful, obscene, defamatory or otherwise infringes any third party rights whatsoever.

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- 7.6. Eteach 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 Eteach or its appointed agents.
- 7.8. Subject to Clause 7.7, Eteach's 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 Eteach 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 Website 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 Website, not to act as the Administrator without the prior written permission of Eteach.
- 7.11. Eteach 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 Website might take the Client to other websites and Eteach 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.

8. GENERAL

- 8.1. Eteach shall be entitled to alter the provisions of this Agreement and the Services from time to time by email to the Client or by displaying an update to these Terms and Conditions on the Website and, save for updates that are required by 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 without the prior written consent of Eteach.
- 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. 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.
- 8.7. 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.
- 8.8. 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 and Wales
- 8.9. 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 must be in writing and must either:
 - 9.1.1. be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee; or
 - 9.1.2. sent by email to the email address of the addressee
- 9.2. Such notice shall be deemed to have been duly served upon and received by the addressee:
 - 9.2.1. when served personally, at the time of such service; or
 - 9.2.2. when posted, 72 hours after the same shall have been put into the post correctly addressed and pre-paid; or

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- 9.2.3. when sent by email, at 09:00am on the next business day after transmission to a correctly formatted and valid email address of the recipient

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. Eteach 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 Eteach 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 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 Website will remain live for 42 days or such shorter time as selected by the Client. Any extension of this time will be counted 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 Eteach's standard prices as published on the Website 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.

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