



## Candidate Terms of Service Agreement

Please read the following Candidate Terms of Service Agreement carefully as these provisions govern the submission of your resume to the Provider, use of the job search service on the Website and your application in respect of any jobs advertised on the Website.

If you are below 18 years old, please obtain written consent from your parents or legal guardian before submitting your Registration Form by clicking here.

### 1. Parties

1.1 This Agreement is made by and between:

- (a) **e-Recroot Limited T/A SeekTeachers (Company No. 7144359)** or its successors and assigns (**Provider**), a company incorporated in England whose registered address is at 4 Old Park Lane, Mayfair, London W1K 1QW; and
- (b) the individual whose details are set out in the Candidate Registration Form (**Candidate**).

1.2 In addition to this Agreement, the Candidate shall be subject to the following:

- (a) Website Terms governing the access and use of the Website;
- (b) Privacy Policy governing the collection, use and dissemination of personal information by the Provider; and
- (c) where applicable, Terms of Purchase Agreement governing the purchase of any products offered for sale by the Provider through or in connection with the Website.

1.3 **By applying to become, or by becoming a Candidate, the Candidate agrees to be bound by this Agreement and all of the documents listed in Clause 1.2 as they may apply to the Candidate.**

### 2. Definitions and Interpretation

2.1 In this Agreement, the following terms shall have the following meanings:

- (a) **Account** means the individual account designated by the Provider as the Candidate's account on the Website for the purposes of managing, administering and operating the Candidate's profile and resume on the Website;
- (b) **Confidential Information** means:
  - (i) all intellectual property rights, trade secrets, each party's business, products and services, finances, customer names, sales figures, employee details, pricing methodologies, and any other information relating to each party's internal operations, plans, policies, and practices and transactions in whatever media;
  - (ii) other information identified in writing as confidential by either party; and
  - (iii) translations, enhancements, corrections, modifications, derivative works, copies, forms, embodiments and additions of and any of the foregoing;
- (c) **Employment Agency Services** mean any and all services supplied by the Provider which fall within the *Employment Agency Act 1973* and the *Conduct of Employment Agencies and Employment Businesses Regulations 2003*, as amended;
- (d) **Force Majeure Event** means any event or circumstance or combination of events and circumstances which is:
  - (i) beyond the control of the Provider and is not a risk for which the Provider is responsible for under this Agreement; and
  - (ii) cannot, or the effects of which cannot, be prevented, overcome or remedied by the exercise by the Provider of a standard of care and diligence expected of the Provider;
- (e) **Insolvent** means, with respect to a party:
  - (i) it is (or states that it is) insolvent;
  - (ii) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;
  - (iii) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party);
  - (iv) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed), resolution passed, proposal put forward, or any other action taken, in each case in connection with the party, which is preparatory to or could result in any of the circumstances detailed in any of paragraphs (i), (ii) and (iii);
  - (v) it is taken to have failed to comply with a statutory demand;
  - (vi) it is otherwise unable to pay its debts when they fall due;
  - (vii) it is (or states that it is) bankrupt; or
  - (viii) something having a substantially similar effect to any of the circumstances detailed in any of paragraphs (i) to (vii) above happens in connection with the Candidate under the law of any jurisdiction;
- (f) **Job Advertisement** means any and all job advertisements created, uploaded and displayed on the Website;
- (g) **Recruitment Services** mean any and all services supplied by the Provider to the Candidate under this Agreement;
- (h) **Registration Form** means the online candidate registration form used by the Candidate in respect of its application to register as a Candidate on the Website;
- (i) **Resume Database** means the database comprising resumes submitted by Candidates to the Website;
- (j) **Website** means [www.SeekTeachers.com](http://www.SeekTeachers.com) or [www.SeekTeachers.co.uk](http://www.SeekTeachers.co.uk);
- (k) **Works** mean any texts, names, logos, trademarks, designs, techniques, concepts, images, illustrations, drawings, reports,



specifications, calculations and other documents or materials or any derivative works thereof.

2.2 In this Agreement, reference to:

- (a) one gender includes the others;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a person includes a body corporate;
- (d) a party includes the party's executors, administrators, successors and permitted assigns;
- (e) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- (f) £ means UK pounds sterling;
- (g) **including** and similar expressions are not words of limitation;
- (h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (i) headings are for convenience only and do not form part of this Agreement or affect its interpretation;
- (j) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in it.

### 3. Services

3.1 The Recruitment Services offered by the Provider comprise the following:

- (a) **Non-Employment Agency Services:**
  - (i) provision of access to, and use of, the Resume Database to upload the Candidate's resume;
  - (ii) provision of browsing and search facilities in respect of vacant job positions advertised by prospective employers or by the Provider on behalf of prospective employers;
  - (iii) provision of online interview portal for interviews with prospective employers by way of telephone or web conference;
  - (iv) provision of an Account for the purposes of:
    - a. updating details contained in the applicable Registration Form; and
    - b. uploading, revising and updating resumes submitted to the Resume Database; and
- (b) **Employment Agency Services:**
  - (i) receiving job applications from the Candidate submitted in response to Job Advertisements;
  - (ii) conducting an initial interview with the Candidate in respect of job positions applied for;
  - (iii) conducting reference and clearance checks on the Candidate; and
  - (iv) arranging for interview times and dates with the prospective employer.

### 4. Conditions of Use – General

4.1 The Candidate acknowledges and agrees that in agreeing to use, or in using the Recruitment Services, the Provider makes no representation or warranty as to merchantability or fitness for a particular purpose, including any representation or warranty that the Recruitment Services:

- (a) will be uninterrupted or error free;
- (b) will meet the Candidate's requirements, including, without limitation:
  - (i) any requirements relating to access, use and/or operation of the Recruitment Services supplied to the Candidate;
  - (ii) any requirements relating to the uploading and listing of the Candidate's resume on the Resume Database;
  - (iii) any requirements relating to results, or lack of results thereof, in respect of job opportunities offered through or in connection with Job Advertisements displayed on the Website; and
  - (iv) any requirements relating to the use, or lack of use, of the Employment Agency Services supplied by the Provider; and
- (c) will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the Candidatship Services or the Website.

4.2 The Candidate further acknowledges and agrees that in agreeing to use, or in using the Recruitment Services:

- (a) scheduled and/or unscheduled Website maintenance may be required to be performed by the Provider or a third party supplier from time to time and such maintenance may necessitate the Website to be placed offline for a certain duration and the Website or any Recruitment Services thereof may accordingly be inaccessible by the Candidate and any other persons, including prospective employers;
- (b) the Provider may, in its absolute discretion, upgrade, revise or change any or all parts of the Website, including any Recruitment Services thereof, or may migrate the Website from one host system to another, at any time and from time to time. The Provider shall not be liable whatsoever for any loss or damage resulting from such upgrade, revision, change or migration and the Provider shall not take any responsibility for any Website or Recruitment Services failure resulting from the same;
- (c) the Provider may, but shall not be obliged to, archive resumes uploaded on Resume Database using backup mechanisms on a regular basis for the purposes of disaster recovery and in the event of equipment failure or data corruption, the Provider may restore the content of all resumes from its last known working archive. Notwithstanding the aforesaid, the Candidate acknowledges and agrees that:



- (i) it is the sole responsibility of the Candidate to maintain current copies of all resumes prepared and uploaded by the Candidate;
  - (ii) in the event of corruption of data maintained by the Provider or in the event of the Provider uploading an old archive, the Candidate has the sole responsibility of uploading its current copies on to the Resume Database;
  - (iii) the Provider shall not be liable whatsoever for any incomplete, out-of-date, corrupt or otherwise deficient resumes recovered from the Provider's backups;
  - (d) all Job Advertisements displayed on the Website are posted by prospective employers or by the Provider for prospective employers based on information supplied by the same. The Candidate acknowledges and agrees that such Job Advertisements are shown on an "as-is" basis only and may be subject to change without notice or may be incomplete or out-of-date. To the maximum extent permitted by law, under no circumstances will the Provider be liable in any way for any Job Advertisements, including, but not limited to, any errors or omissions in any such Job Advertisements, or for any loss or damage of any kind incurred as a result of job opportunities, or non opportunities, created by the Job Advertisements. The Candidate is not entitled to rely and/or act upon any Job Advertisements and/or use them as a basis for any cause of action in law or otherwise;
- 4.3 In creating, uploading, posting, transmitting or making available in any other way any resumes, including any photographs, images or videos thereof, on the Resume Database or any other parts of the Website, the Candidate agrees and warrants that:
- (a) it must conduct such tests and computer virus scanning as may be necessary to ensure that any and all resumes uploaded do not contain any computer virus and will not in any way, corrupt the data or systems of the Provider or any other persons;
  - (b) it shall not create, upload, post, transmit or otherwise make available:
    - (i) any resumes that contains inaccurate, misleading or otherwise deceptive statements or claims, particularly in respect of experiences, qualifications and/or skills;
    - (ii) any resumes that is unlawful, harmful, threatening, abusive, harassing, tortuous, discriminatory, defamatory, pornographic, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
    - (iii) any information in resumes that the Candidate does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
    - (iv) any information, text, illustration or image in resumes that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any other persons;
    - (v) any resumes comprising illegal advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unlawful solicitation;
    - (vi) any resumes containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
    - (vii) any resumes that belongs to another individual and not that of the Candidate, or any resumes that appears to be from separate individuals holding separate Accounts on the Website;
  - (c) all resumes of the Candidate on the Resume Database may be made available to, and viewed by, prospective employers who are subscription members of the Website; and
  - (d) unless consent is otherwise withdrawn by the Candidate in accordance with the opt-out provision of the Privacy Policy, the Provider may retain all information supplied by the Candidate in a resume and/or any other information supplied in the Candidate's Registration Form or otherwise made available to the Provider for disclosure and relevant use by such subscription members. The Provider shall not be liable to the Candidate in any way whatsoever in respect of any loss or damage arising directly or indirectly from the Candidate's failure to inform the Provider of its particular preferences where disclosure or non-disclosure of information to, and use or non-use of information by, a subscription member, are concerned.
- 4.4 Without limiting the generality of the prohibition on copying or commercially exploiting proprietary Works set out in Clause 8, the Candidate must not access or use the Resume Database for any purposes other than to upload and update its own resumes to the Resume Database.
- 4.5 The Candidate bears the sole responsibility to immediately rectify any resumes uploaded, posted, transmitted or in any other way used in error or in breach of any provisions herein.
- 4.6 Without incurring any liability to the Provider and at the Candidate's sole cost and expense:
- (a) the Provider shall have the right (but not the obligation) in its sole discretion to remove or modify any resumes uploaded, posted, transmitted or otherwise made available on the Resume Database or any other parts of the Website which may, in the Provider's sole opinion, be in breach or any provisions herein; and
  - (b) the Provider may access, preserve, and disclose all resumes uploaded, posted, transmitted or otherwise made available on the Resume Database or any other parts of the Website by the Candidate if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:
    - (i) comply with legal process;
    - (ii) enforce this Agreement;
    - (iii) respond to the Candidate's requests for Employment Agency Services; and
    - (iv) protect the rights, property, or personal safety of the Website, other Candidates, other persons accessing or visiting the Website and/or the public.
- 4.7 The Candidate hereby grants the Provider a non-exclusive, royalty-free, worldwide license for the duration of the Service Term, to do any or all



of the following to the extent necessary to perform the Recruitment Services:

- (a) digitise, convert, install, upload, select, order, arrange, compile, combine, synchronise, use, reproduce, store, cache, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink any resumes, including any photographs, images and videos thereof; and
- (b) make archival or back-up copies of such resumes.

## 5. Conditions of Use – Employment Agency Services

5.1 The Candidate acknowledges and agrees that in agreeing to use, or in using the Employment Agency Services:

- (a) the Provider is subject to laws and regulations governing the conduct of the Provider as an employment agency, including in particular, the *Employment Agency Act 1973* and the *Conduct of Employment Agencies and Employment Businesses Regulations 2003*, as amended. Accordingly, the Candidate authorises the Provider to take all action and do all things necessary for the performance of its statutory duties in carrying out its obligations in respect of the Employment Agency Services supplied to the Candidate under this Agreement, including, without limitation, the following:
  - (i) obtain sufficient information to review suitability of the Candidate for a particular job position;
  - (ii) review experience, qualifications and skills of the Candidate;
  - (iii) obtain medical declaration, police clearance and at least 2 references from suitable referees; and
  - (iv) obtain written consent from parents or legal guardians of a Candidate who is aged below 18 years old;
- (b) the Candidate:
  - (i) must at all times act in good faith and supply only true, accurate and complete information to the Provider, including, without limitation:
    - a. any information contained in the Candidate's Registration Form and any resumes uploaded onto the Resume Database or otherwise provided to the Provider;
    - b. any information necessary for the Provider and/or any prospective employer to determine the suitability of the Candidate for a particular job position; and
    - c. any information which may result in the interests of a prospective employer being affected in any way, including information relating to:
      - (I) the Candidate's health or ability to perform work efficiently or otherwise;
      - (II) charges for criminal offences or undischarged criminal convictions; and
      - (III) details of extended periods of illness taken during the year preceding Registration Date and whether such illness or any matters relating to the illness are likely to reoccur;
  - (ii) must immediately update the Candidate's Registration Form or profile or resume through the Account upon the occurrence of any changes to the same;
  - (iii) must respond immediately to requests for information or other documents specified in Clause 5.1(a) and for interview times and dates, and to comply with all reasonable instructions from the Provider regarding interviews with prospective employers;
  - (iv) if the Candidate is offered employment in any capacity, whether as a permanent or temporary employee or on a contract basis or otherwise, within twelve (12) calendar months of the date of the first interview conducted by the prospective employer with the Candidate, the Candidate must immediately notify the Provider of the offer and its intention to accept or decline the said offer, and to provide details of remuneration agreed upon between the prospective employer and the Candidate;
  - (v) must not provide contact details to any prospective employer and may only communicate directly with the prospective employer upon prior written approval of the Provider;
  - (vi) must notify the Provider if it receives an offer of engagement or employment by other entities introduced by a prospective employer, whether or not such entity represents the prospective employer's subsidiary, related entity, associate or otherwise;
  - (vii) must immediately inform the Provider if the Candidate no longer wishes to remain on the Resume Database or requires the Provider to delete the Candidate's Registration Form by serving on the Provider a cancellation notice in accordance with Clause 13.1;
- (c) the Provider shall use reasonable endeavours look for suitable vacant job positions for the Candidate based on the Candidate's experience, qualifications and skills and to arrange for interviews with prospective employers. Notwithstanding the aforesaid, the Provider cannot guarantee the supply of suitable vacant job positions and/or interviews and the Candidate acknowledges and agrees that no representation or warranty has been given by the Provider in respect of such supply. Accordingly, the Candidate bears the sole responsibility to:
  - (i) determine the suitability of the job position based on its own judgment and discretion;
  - (ii) ensure that all information displayed on the Website, including all information contained in any Job Advertisement, is verified with the prospective employer;
  - (iii) request for further information from the prospective employer where necessary; and
  - (iv) review and/or cause any letter of offer or contract of employment received by the Candidate to be reviewed by the Candidate's legal advisor, to ensure that such letter of offer or contract of employment reflects the Candidate's



- understanding of the job position and its benefits and obligations thereof;
- (d) the Provider may, at any time, withdraw the Candidate from consideration of a job position with a prospective employer at its sole discretion if the Provider is of the opinion that such withdrawal is necessary to protect the Candidate's personal, financial or other interests or if the Candidate breached any of its obligations under this Agreement.

## 6. Service Term

- 6.1 The Service Term in respect of the Recruitment Services shall commence on Registration Date and shall continue until the Recruitment Services are cancelled or terminated in accordance with Clause 13.

## 7. Recruitment Service Costs

- 7.1 Subject to Clause 7.2, no fees shall be charged by the Provider for any Recruitment Services supplied by the Provider to the Candidate under this Agreement.
- 7.2 Notwithstanding Clause 7.1, the following costs may be incurred by a Candidate, where applicable:
- (a) a Candidate who does not possess a valid and up-to-date police clearance may require the Provider to obtain a new one at their own experience for £50, or such other amount in such other currency as the Provider may specify from time to time; and
  - (b) a Candidate who requires a foreign jurisdiction police clearance will be required to obtain one at its own costs.
  - (c) a Candidate that signs a contract and retracts with no justifiable reason will be liable for an administration fee of £200 should they need assistance finding another suitable position through the **Provider**

## 8. Intellectual Property

- 8.1 Save for any pre-existing proprietary works belonging to the Candidate, all intellectual property rights, title and interests in any and all Works displayed on the Website shall remain vested in the Provider or shall remain the proprietary rights of their legal owners.
- 8.2 The Candidate agrees and acknowledges that it will receive no right, title or interest whatsoever in respect of such intellectual property rights under this Agreement.
- 8.3 The Candidate is strictly prohibited from copying, modifying, 'reverse-engineering' or commercially exploiting in any other way such Works or any parts thereof, in particular, any or all parts of the Resume Database, unless express written approval is given and agreed in advance by the Provider or such use or copying is required by law.

## 9. Confidential and Proprietary Information

- 9.1 Each party acknowledges that it ("**Recipient**") may receive Confidential Information of the other party ("**Disclosing Party**"). Notwithstanding the aforesaid, each party:
- (a) must keep Confidential Information confidential;
  - (b) may use Confidential Information, but only in relation to this Agreement;
  - (c) may disclose Confidential Information to enable it to perform its obligations under this Agreement but only to its employees, contractors, agents, advisors or authorised representatives to the extent that they have a need to know;
  - (d) must not copy the Confidential Information or any part of it other than as strictly necessary for the purposes of this Agreement;
  - (e) must implement security practices against any unauthorised copying, use, disclosure (whether such disclosure is in writing, oral, or any other form), access, damage, or destruction;
  - (f) must immediately notify the Disclosing Party if the Recipient suspects or becomes aware of any unauthorised copying, use or disclosure in any form, and
  - (g) must comply with the reasonable directions of the Disclosing Party in relation to the Confidential Information.
- 9.2 The Recipient will not be obliged to treat as confidential any information received from the Disclosing Party which:
- (a) is rightfully known to the Recipient prior to its disclosure by the Disclosing Party;
  - (b) is generally known or easily ascertainable by third parties;
  - (c) is released by the Disclosing Party in writing to any other person, firm or entity without restriction;
  - (d) is independently developed by the Recipient without any reliance on the Confidential Information of the Disclosing Party; or
  - (e) is or later becomes publicly available or may be lawfully obtained by the Recipient from any third party.
- 9.3 The Recipient may disclose any Confidential Information received under this Agreement pursuant to any applicable law, regulation, or court order, provided that such disclosure must be limited to the minimum acceptable level of disclosure and that the Recipient notifies the Disclosing Party as soon as reasonably practicable (unless restricted by law), of the imminent disclosure.
- 9.4 Immediately upon the earlier of:
- (a) the Disclosing Party's written request; or
  - (b) the termination or expiration of this Agreement for any reason,
- without limiting any other obligations of the Recipient under this Agreement, the Recipient must return or, at the Disclosing Party's direction, destroy all Confidential Information of the Disclosing Party in its possession.



## 10. Relationship of Parties

- 10.1 Save for any agency relationship arising by virtue of the Employment Agency Services supplied to the Candidate under this Agreement, the Provider is an independent service provider and is not to be considered an employer, partner, an agent or a fiduciary of the Candidate for any purpose whatsoever.
- 10.2 The Candidate acknowledges and agrees that the Provider may, at the Provider's sole and absolute discretion, contract to supply similar services to any other Candidates of similar experience, qualification and skills to the Candidate at any time.

## 11. Limitation of Liability and Indemnity

- 11.1 To the fullest extent permitted by law, neither the Provider nor its employees, officers, contractors, affiliates, related entities and other partners shall be liable for any indirect, special, incidental or consequential loss or damages arising out of, or in connection with, this Agreement, the Recruitment Services or any results achieved, or unachieved, through the Candidate's use of the Recruitment Services, including without limitation, loss of profits or revenue, use, data, contracts, goodwill or other economic advantage, however arising, even if the Provider has previously been advised of the possibility of such losses.
- 11.2 Subject to the provisions of this Agreement, if for any reason the Provider is liable to the Candidate for loss or damage of any kind, however caused, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Agreement or the performance or non-performance of the Candidate in respect of the Recruitment Services, such liability shall be limited, at the Provider's exclusive option, to:
- (a) the supply of the Recruitment Services again; or
  - (b) the cost of having the Recruitment Services supplied again,
- and in any event, shall not exceed, in aggregate, the total amount of £5,000 (including costs of legal fees).
- 11.3 The Candidate agrees to fully indemnify, defend and hold the Provider, its employees, officers, contractors, affiliates, related entities and other partners, harmless from any and all claims or demands, liabilities, damages, losses, costs and expenses, including reasonable legal fees, made by any third party due to or arising out of this Agreement, the Provider's breach of any obligations under this Agreement and the violation of the rights of any persons.

## 12. Candidate General Warranties

- 12.1 The Candidate hereby represents and warrants that:
- (a) the Candidate is duly authorised to enter into this Agreement;
  - (b) when executed, this Agreement shall be legal, valid and binding on the Candidate, enforceable against the Candidate in accordance with its terms and conditions subject to all applicable laws, and will not violate or create a default under any law, rule, regulation, judgment, order, instrument, agreement or charter document binding on the Candidate and/or its property;
  - (c) the Provider has not given to the Candidate, and the Provider hereby expressly disclaims to the maximum extent permitted by law, all conditions, warranties, representations, liabilities and obligations, whether express or implied, under this Agreement or under any other communications between the parties;
  - (d) the Candidate has agreed to enter into this Agreement based on its own judgment and discretion, and expressly disclaims any reliance upon any statements or representations made by the Provider;
  - (e) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on performance of the Candidate's obligations under this Agreement, nor is the Candidate in default under any material loan, lease or purchase obligation; and
  - (f) all information furnished, and to be furnished by the Candidate, shall be true, correct and complete.

## 13. Cancellation, Suspension and Termination

- 13.1 **Cancellation by Candidate:**
- (a) The Candidate may at any time cancel the Recruitment Services supplied under this Agreement by way of a written cancellation notice given to the Provider;
  - (b) The effective date of cancellation shall be the 5<sup>th</sup> day following the date of the said cancellation notice.
- 13.2 **Suspension or termination by Provider:**
- (a) The Provider may, without notice, suspend or terminate, or deny the access or use of, the Recruitment Services:
    - (i) if the Candidate supplies false, misleading or deceptive statements or claims to the Provider and/or the prospective employer; or
    - (ii) if the Candidate fails to comply with any other provisions in this Agreement, or do, or allow to be done, anything which in the opinion of the Provider, may have the effect of jeopardising the performance of obligations by the Candidate under this Agreement, until the breach (if capable of remedy) is remedied;
    - (iii) if the Candidate is Insolvent; or
    - (iv) if a Force Majeure Event continues beyond one (1) month from the date of commencement of such event;
  - (b) Unless Clause 13.2(a)(iv) applies, any reactivation or resumption of access and use of the Recruitment Services shall be made entirely at the Provider's discretion and on any terms and conditions as the Provider thinks fit, including the condition for payment of a reactivation fee.



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- 13.3 In the event of a cancellation, suspension or termination for any reason whatsoever, the Provider shall be under no obligation whatsoever to provide the Candidate with any copies of any resumes or any other information, materials or data developed or created by the Candidate and uploaded onto its Account or any other parts of the Website.
- 13.4 Notwithstanding termination under this Clause, all obligations and rights arising under 8 (**Intellectual Property**), 9 (**Confidential Information**) and 11 (**Limitation of Liability and Indemnity**) shall survive the termination of this Agreement.

## 14. Notices

- 14.1 A party notifying or giving notice under this Agreement must give notice:
- (a) in writing;
  - (b) if directed at the Provider, to the postal or email address or fax number set out in the Website at <http://www.seekteachers.com/articles.asp?id=37>, as updated by the Provider from time to time;
  - (c) if directed at the Candidate, to the postal or email address or fax number set out in the Registration Form as updated by the Candidate through the Candidate's Account from time to time.
- 14.2 A notice given in accordance with this Clause is received:
- (a) if left at the recipient's address, on the date of delivery;
  - (b) if sent by prepaid post, five (5) days after the date of posting;
  - (c) if sent by fax, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice; and
  - (d) if sent by email, when the sender does not receive any failed delivery email notification from either its, or the recipient's, mail server within five (5) days after the date of the email.

## 15. Assignment

- 15.1 Neither party is entitled to assign, dispose or in any way otherwise relinquish possession or control of all or any part of its obligations under this Agreement unless prior written consent has been given by the other party.

## 16. Entire Agreement

- 16.1 This Agreement shall represent the entire agreement between the parties and supersedes all previous agreements, terms, conditions, representations or claims which may have been made or agreed upon between the parties.
- 16.2 This Agreement may not be amended unless such amendments are made in writing and signed by both parties.

## 17. Governing Law

- 17.1 This Agreement shall be governed exclusively by the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the courts of those states.

## 18. Waiver and Severability

- 18.1 The failure of the Provider to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 18.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid:
- (a) it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible; and
  - (b) it will be severed from this Agreement and the remaining provisions of this Agreement will continue to have full force and effect, and the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' original intention in relation to the subject matter severed.

## Agreement

In consideration of the mutual obligations set out in this agreement you accept and agree to these terms, which you acknowledge you have fully read and understood. Note: You may confirm your acceptance by signing below, or by confirming your acceptance orally, submitting your CV on our website, by email or fax. Should you request to use SeekTeachers services at any time, your request shall be deemed to be your acceptance of these terms.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_