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SeekTeachers™ Recruitment Member Terms of Service Agreement

Please read the following Recruitment Terms of Service Agreement carefully as these provisions govern your membership of, and access to membership services on, the Website.

1. Parties

1.1 This Agreement is made by and between:

- (a) **e-Recroot Limited (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 organisation whose details are set out in the membership Registration Form (**Member**).

1.2 This Agreement does not apply to any organisations applying to become, or is, a non-member Member of the Website. Instead, the provisions of the Advertising Terms of Service Agreement shall apply.

1.3 In addition to this Agreement, the Member 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.

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

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 Member's account on the Website for the purposes of managing, administering and operating the Membership Services purchased by the Member;
- (b) **Advertising Space** means the website space designated by the Provider for display of Banner Advertisements or Job Advertisements, as the case may be;
- (c) **Banner Advertisement** means any and all banner advertisements created, uploaded and displayed by the Member on an Advertising Space;
- (d) **Candidate Placement Fee** means the fee payable to the Provider upon engagement of a Candidate introduced by the Provider;
- (e) **Candidates** mean any and all individuals submitting their application in response to a Job Advertisement placed by a Member;
- (f) **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;
- (g) **Confirmation Email** means the email notification sent by the Provider to the Eligible Organisation confirming the Provider's acceptance of the application of the Eligible Organisation to become a Member in accordance with Clause 3.3;
- (h) **Confirmation Date** means the date of the Confirmation Email;
- (i) **Eligible Organisation** means an entity that is eligible to become a Member, being one of the following:
 - (i) an educational organisation, including nursery, primary, secondary and tertiary organisations; and
 - (ii) any other entity seeking to purchase Membership Services for the purposes of creating and placing Banner Advertisements relating to educational products, services and resources and/or Job Advertisements relating to job opportunities for teachers, lecturers, teachers' aides and any other individuals for positions within the educational sector, whether on its own behalf or on behalf of an educational organisation;
- (j) **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;
- (k) **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;
- (l) **Technical Specifications** mean the guidelines and instructions published by the Provider in respect of the creation, uploading and display of a Banner Advertisement or Job Advertisement on an Advertising Space, which may be located at <http://www.seekteachers.com/articles.asp?id=151> and <http://www.seekteachers.com/articles.asp?id=46>
- (m) **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;



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- (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 Member under the law of any jurisdiction;
- (n) **Insurances** mean business, directors and officers, health, accident, vehicle, public liability, workers' compensation and any other types of insurances capable of being procured or maintained by the Member for, or in connection with, the Member's business;
- (o) **Invoice** means any and all invoices issued by the Provider in respect of the provision of Membership Services under this Agreement;
- (p) **Invoice Date** means the issue date of an Invoice as specified in the same;
- (q) **Job Advertisement** means any and all job advertisements created, uploaded and displayed by the Member on the Website;
- (r) **Membership Fee** means the fee payable by the Member pursuant to the purchase of Membership Services, including, without limitation, set up, membership and reactivation fees and charges;
- (s) **Membership Rate Card** means the Membership Fee and Candidate Placement Fee rates of the Provider, as published and updated from time to time;

Package Type	Trial	PAYG	Silver	Gold	Platinum
Membership Fee	£0	£200	£700	£1000	£1500
Duration (Days)	30 days	30 days	365 days	365 days	365 days
Recruitment Fee (% of professional educators p/a salary)*	15%	17.5%	15%	15%	15%
Rebate Structure (all Packages)	0-4 weeks – FREE Replacement 4-6 weeks – 40% 6-8 weeks – 20% 8+ weeks – no refund				

* calculated at the fx rate on the day of the sale

- (t) **Membership Services** means any and all services supplied by the Provider to the Member under this Agreement;
 - (u) **Minimum Service Term** means a period of three (3) calendar months;
 - (v) **Online Teaching Resources** mean any and all teaching resources and materials displayed on the Website which have been uploaded by Users of the Website and which may be accessed and used by the Member or its employees, officers and other representatives as a User;
 - (w) **Registration Form** means the online membership registration form used by the Member in respect of its application to purchase Membership Services;
 - (x) **Resume Database** means the database of resumes submitted by Candidates to the Website;
 - (y) **Service Term** shall be the term specified in Clause 7;
 - (z) **Website** means www.SeekTeachers.com or www.SeekTeachers.co.uk;
 - (aa) **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;
 - (bb) **Users** mean any persons visiting or accessing the Website in any capacity.
- 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 Membership Services offered by the Provider comprise the following:



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- (a) **non-Employment Agency Services:**
- (i) provision of Advertising Space on the Website for the purposes of creating and placing either or both of the following:
 - a. Banner Advertisements;
 - b. Job Advertisements;
 - (ii) provision of online interview portal for interviewing Candidates by way of telephone or web conference;
 - (iii) supply of Online Teaching Resources uploaded onto the Website by Users;
 - (iv) provision of an Account for the purposes of:
 - a. updating details contained in the applicable Registration Form;
 - b. uploading Banner Advertisements or Job Advertisements, as the case may be, on to the applicable Advertising Space; and
 - c. making online payments; and
- (b) **Employment Agency Services:**
- (i) provision of access to, and use of, the Resume Database;
 - (ii) posting Job Advertisements for the Member, where necessary;
 - (iii) receiving job applications from Candidates in response to Job Advertisements;
 - (iv) reviewing resumes of Candidates against any criteria provided by the Member, whether or not such Candidates submitted job applications or are already in the Resume Database;
 - (v) conducting initial interviews with Candidates for job positions;
 - (vi) conducting reference and clearance checks on Candidates;
 - (vii) shortlisting suitable Candidates for interviews with the Member; and
 - (viii) arranging for interview times and dates of Candidates with the Member.
- 3.2 The Membership Services are only offered to Eligible Organisations. An Eligible Organisation may apply to become a Member by submitting the appropriate Registration Form to the Provider and where necessary, paying the Membership Fee in accordance with Clause 8.
- 3.3 The application to become a Member shall be confirmed ONLY upon acceptance of such application by the Provider by way of a Confirmation Email sent to the Eligible Organisation's email address specified in the Registration Form.
- 3.4 The Provider reserves the sole and absolute right to accept or reject any application herein, or vary such application in whole or in part, and the Provider shall not be obliged to provide any reasons whatsoever for such rejection or variation.

4. Conditions of Purchase

- 4.1 The Member acknowledges and agrees that in agreeing to purchase, or in purchasing the Membership Services, the Provider makes no representation or warranty as to merchantability or fitness for a particular purpose, including any representation or warranty that the Membership Services:
- (a) will be uninterrupted or error free;
 - (b) will meet the Member's requirements, including, without limitation:
 - (i) any requirements relating to access, use and/or operation of the Membership Services supplied to the Member;
 - (ii) any requirements relating to sales or profits, or lack of sales or profits thereof, in respect of the placement of Banner Advertisements on the Website; or
 - (iii) any requirements relating to results, or lack of results thereof, in respect of the placement of Job Advertisements on the Website;
 - (iv) any requirements relating to currency, accuracy or completeness of, or lack of currency, accuracy or completeness thereof, or results, or lack of results thereof, in respect of the use of Online Teaching Resources displayed on the Website;
 - (v) any requirements relating to the recruitment and/or selection of shortlisted Candidates for and on behalf of the Member by the Provider pursuant to the use of the Provider's Employment Agency Services;
 - (c) will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the Membership Services or the Website.

5. Conditions of Use – General

- 5.1 The Member further acknowledges and agrees that in agreeing to use, or in using the Membership 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 may accordingly be inaccessible by the Member and any other persons, including Candidates or potential customers or clients of the Member;
 - (b) all Online Teaching Resources available on the Website are provided on an "as-is" basis only and may be subject to change without notice, and does not take into account the objectives, commercial situation, business, training, financial and any other requirements or needs of the Member. Under no circumstances will the Provider be liable in any way for any Online Teaching Resources, including, but not limited to, any errors or omissions in any such resources, or for any loss or damage of any kind incurred as a result of the use, or mis-use, of any Online Teaching Resources by the Member or its employee, officer or authorised representative. The Member is not entitled to rely and/or act upon any Online Teaching Resources and/or use them as a basis for any cause of action in law or otherwise;



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- (c) the Provider may, but shall not be obliged to, archive Banner Advertisements or Job Advertisements placed on the Website 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 Banner Advertisements and Job Advertisements from its last known working archive. Notwithstanding the aforesaid, the Member acknowledges and agrees that:
 - (i) it is the sole responsibility of the Member to maintain current copies of all Banner Advertisements or Job Advertisements created by the Member;
 - (ii) in the event of corruption of data maintained by the Provider or in the event of the Provider uploading an old archive, the Member has the sole responsibility of uploading such current copies;
 - (iii) the Provider shall not be liable whatsoever for any incomplete, out-of-date, corrupt or otherwise deficient Banner Advertisements or Job Advertisements recovered from the Provider's backups;
 - (d) the Provider may, in its absolute discretion, upgrade, revise or change any or all parts of the Website, 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 Membership Services failure resulting from the same;
- 5.2 In creating, uploading, posting, transmitting or making available in any other way any Banner Advertisement or Job Advertisement on an Advertising Space:
- (a) the Member must comply with any Technical Specifications published by the Provider, the terms of which are incorporated into this Agreement by reference;
 - (b) the Member must conduct such tests and computer virus scanning as may be necessary to ensure that any and all Banner Advertisement or Job Advertisement 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;
 - (c) the Member must not create, upload, post, transmit or otherwise make available:
 - (i) any Banner Advertisement or Job Advertisement that contains inaccurate, misleading or otherwise deceptive statements or claims;
 - (ii) any Banner Advertisement or Job Advertisement that is unlawful, harmful, threatening, abusive, harassing, tortuous, discriminatory, defamatory, pornographic, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, politically biased or harmful or otherwise objectionable;
 - (iii) any Banner Advertisement or Job Advertisement, or part thereof, that the Member 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 Banner Advertisement or Job Advertisement that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any other persons;
 - (v) any Banner Advertisement or Job Advertisement comprising illegal advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unlawful solicitation;
 - (vi) any Banner Advertisement or Job Advertisement 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; or
 - (vii) any Banner Advertisement or Job Advertisement purporting to impersonate any other person or entity, including, but not limited to, any other persons, the Provider's official, employee, consultant, guide, host or any other representative, or falsely state or otherwise misrepresent the Member's affiliation with any person or entity;
 - (d) the Member bears the sole responsibility to immediately rectify any Banner Advertisement or Job Advertisement uploaded, posted, transmitted or in any other way used in error or in breach of any provisions herein;
 - (e) the Member further bears the sole responsibility for all transactions or dealings made or entered into with any third parties as a direct or indirect result or consequence of any Banner Advertisement or Job Advertisement, including the responsibility to comply with consumer protection and employment laws respectively;
 - (f) without incurring any liability to the Provider and at the Member's sole cost and expense:
 - (i) the Provider shall have the right (but not the obligation) in its sole discretion to remove or modify any Banner Advertisement or Job Advertisement uploaded, posted, emailed, transmitted or otherwise made available on any Advertising Space on the Website which may, in the Provider's sole opinion, be in breach or any provisions herein; and
 - (ii) the Provider may access, preserve, and disclose all Banner Advertisement or Job Advertisements uploaded, posted, transmitted or otherwise made available on any Advertising Space on the Website by the Member if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:
 - a. comply with legal process;
 - b. enforce this Agreement;
 - c. respond to the Member's requests for technical support; and
 - d. protect the rights, property, or personal safety of the Website, other Members, Users and/or the public.
- 5.3 The Member hereby grants the Provider a non-exclusive, royalty-free, worldwide license for the duration of the Service Term and any renewals or extensions thereafter, to do any or all of the following to the extent necessary to perform the Membership Services:
- (a) digitise, convert, install, upload, select, order, arrange, compile, combine, synchronise, use, reproduce, store, cache, process, retrieve,



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- (b) transmit, distribute, publish, publicly display, publicly perform and hyperlink any Banner Advertisements or Job Advertisements; and
(b) make archival or back-up copies of such Banner Advertisements and Job Advertisements.

6. Conditions of Use – Employment Agency Services

6.1 The Member 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 Member 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 Member under this Agreement;
- (b) the Member:
- (i) without limiting the generality of the prohibition on copying or commercially exploiting proprietary Works set out in Clause 11, must not access or use the Resume Database for any purposes other than to search for Candidates to fill vacant job positions within the Member's organisation;
 - (ii) must supply the Provider with true, accurate and complete written instructions on the selection criteria, information on the Member's organisation, detailed job description and any other relevant information required for the purposes of creating and placing Job Advertisements and/or reviewing and selecting Candidates for and on behalf of the Member;
 - (iii) must respond within three (3) days to requests for interview times and dates and comply with all reasonable instructions from the Provider regarding interview of Candidates; and
 - (iv) must keep the Provider informed at all times of the Member's intentions in respect of a Candidate. If the Member engages the Candidate 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 Member with the Candidate, the Member must:
 - a. immediately notify the Provider of the engagement within seven (7) days of the said engagement and provide details of remuneration agreed upon by the Candidate and the Member; and
 - b. complete the booking confirmation and vetting form supplied by the Provider and submit the form to the Provider within seven (7) days of receipt of the same from the Provider;
 - (v) may only communicate directly with the Candidate upon prior written approval of the Provider;
 - (vi) if the Member has any knowledge of a Candidate or has communicated with the Candidate prior to the Provider's first introduction of the Candidate to the Member, must, within three (3) days of such introduction, inform the Provider in writing of this fact and must provide supporting evidence thereof. A failure by the Member to do so will be deemed a waiver by the Member of its right to rely on prior knowledge or communication as a reason for non-payment of the Candidate Placement Fee and the supply of the Membership Services by the Provider to the Member shall be deemed as the effective cause of introduction of the Candidate to the Member;
 - (vii) may only introduce the Candidate to any other prospective employers, whether or not such prospective employer represents its subsidiary, related entity, associate or otherwise, upon prior written approval of the Provider and on such conditions as the Provider may impose, including the condition to pay any Candidate Placement Fee thereof upon engagement of the Candidate by the prospective employer;
- (c) the Provider shall use reasonable endeavours look for and introduce shortlisted Candidates to the Member based on the Member's selection criteria, conduct reference and clearance checks on, and initial interviews with, such Candidates. Notwithstanding the aforesaid, the Provider cannot guarantee that a suitable Candidate may be supplied and the Member acknowledges and agrees that no representation or warranty has been given by the Provider in respect of such supply. Accordingly, the Member bears the sole responsibility to:
- (i) determine the suitability of a Candidate based on its own judgment and discretion;
 - (ii) review all reference and clearance checks, including the validity of referees, qualifications, skills and experiences claimed by the Candidate;
 - (iii) determine the eligibility of the Candidate for a particular position, including work eligibility or medical requirements and any licences or permits required thereof; and
 - (iv) verify original documents provided by the Candidate during a face-to-face interview or at the commencement of work with the Member;
- (d) any Candidates supplied to the Member by the Provider pursuant to the Employment Agency Services shall not be employees of the Provider. In the event that a Candidate represents a current or former employee of the Provider, such Candidate shall be treated in the same manner as any other Candidates introduced to the Member, including the requirement to pay a Candidate Placement Fee in respect of the Candidate upon engagement of the same;
- (e) notwithstanding any other provisions in this Clause, the Provider may, at any time prior to notification by the Member of the Candidate's acceptance of a letter of offer or contract of employment issued by the Member, introduce the Candidate to any other prospective employer at the Provider's sole and exclusive discretion;
- (f) save for any information which may be included in a resume contained in the Resume Database, the Provider shall not release, and the Member must not request for, any personal information of a Candidate or the results of any reference or clearance checks thereof



unless:

- (i) such Candidate has been shortlisted for a job position;
 - (ii) an interview with the Member has been arranged with the Candidate; and
 - (iii) with respect to any police reports obtained from any criminal record checks conducted on the Candidate, prior approval has been given by the Candidate;
- (g) the Provider may, at any time, withdraw a Candidate from consideration of a job position with the Member 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; and
- (h) the Member acknowledges and warrants that:
- (i) it shall comply with all health and safety, workplace and employment regulations in respect of any and all Candidates supplied to the Member by the Provider; and
 - (ii) there are no circumstances which may result, whether directly or indirectly, in a Candidate supplied by the Provider to the Member suffering a detriment of any kind.

7. Service Term

- 7.1 The Service Term in respect of the Membership Services shall commence on Confirmation Date and shall continue until the Membership Services are cancelled or terminated in accordance with Clause 17.

8. Membership Fee and Candidate Placement Fee

- 8.1 The Member shall pay the Provider the following:
- (a) a Membership Fee based on the Provider's current Membership Rate Card. The terms of the Membership Rate Card are incorporated into this Agreement by reference; and
 - (b) where applicable, a Candidate Placement Fee at the current rate as specified in the Provider's current Membership Rate Card.
- 8.2 The Provider reserves sole and absolute right to vary the Membership Fee and/or any promotions or discounts thereof, including provision of gratis Membership Services, at any time, and the Provider shall not be obliged to provide any reasons whatsoever for such variation. Notification of all variations shall be given to the Membership as soon as may be practicable subsequent to the said variation.
- 8.3 Any variations in the Membership Fee shall take effect on the 30th day following the date of the notification by the Provider.

9. Payment of Membership Fee and Candidate Placement Fee

- 9.1 Payment of the Membership Fee and/or Candidate Placement Fee shall be made by way of credit card, PayPal or any other methods as may be specified by the Provider from time to time.
- 9.2 The Membership Fee shall be due and payable on an upfront basis at the same time the Registration Form for the subscription of Membership Services is submitted by the Member.
- 9.3 Upon receipt of the booking confirmation and vetting from the Member in accordance with Clause 6.1(b)(iv), the Provider shall issue an Invoice to the Member in respect of the Candidate Placement Fee. The amount specified in the Invoice shall be due and payable by the Member within **thirty (30) days** from the Invoice Date or Candidate start date, whichever is sooner.
- 9.4 Any VAT imposed in respect of the supply of Membership Services by the Provider to the Member shall also be due and payable at the same time as the Membership Fee and/or the Candidate Placement Fee, as the case may be.
- 9.5 Without limiting any other rights the Provider may have under this Agreement or by force of law or equity, if the Member fails make full payment of the Invoice amount by the due date, the Provider may:
- (a) charge interest at the rate of 2% above the base lending rate of the Bank of England calculated daily on all overdue monies (excluding interest under this Clause) until the same is paid in full; and
 - (b) institute any recovery process as the Provider in its discretion thinks fit at the Member's cost and expense.
- 9.6 The Member shall not be entitled to set off any overdue monies herein against any claims which may have been or may anticipated to be made by the Member against the Provider or for any other reason whatsoever.
- 9.7 The Member hereby authorises the Provider to obtain from, and give to, credit reporting agencies and other credit providers, credit information about the Member, including, without limitation, information relating to the credit history and creditworthiness, credit standing and credit capacity of the Member.

10. Online Payments

- 10.1 Payments made through PayPal or any other online payment facilities are made through third party providers. Accordingly, while the Provider shall use its best efforts to engage a reputable third party supplier for the operation and management of online payment facilities, the Member acknowledges and agrees that, in paying through such online payment facilities:
- (a) neither the Provider nor the third party supplier is able to guarantee the security or privacy of any information submitted or provided through or in connection with the facility;
 - (b) any submission or provision of information (including provision of credit card information) by the Member through or in connection with the facility shall be made at the Member's own risk;
 - (c) the Member is responsible for ensuring that the transaction, credit card information and all other details provided by the Member in



- relation to any payments made through or in connection with the facility are correct;
- (d) the Provider disclaims any and all liability for, or arising in connection with:
- (i) any interception, 'hacking' or other unauthorised access of such information by any unauthorised third parties; and
 - (ii) any incorrect transactions, errors or otherwise caused by factors outside of the control of the Provider and/or the third party supplier.
- 10.2 Subject to the other provisions of this Clause, if for any reason the Provider is held to be liable to the Member in relation to the online payment facility, the extent of the Provider's total liability shall be limited to an amount equivalent to the applicable transaction made by the Member through the facility.

11. Intellectual Property

- 11.1 Save for any pre-existing proprietary works belonging to the Member, 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.
- 11.2 The Member agrees and acknowledges that it will receive no right, title or interest whatsoever in respect of such intellectual property rights under this Agreement.
- 11.3 The Member 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.

12. Confidential and Proprietary Information

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.

13. Taxes and Insurances

- 13.1 The Member agrees and warrants that, save for any Taxes specified in any Invoice issued by the Provider to the Member or forming part of any Membership Fee, it shall be solely responsible for the payment of all Taxes and other costs, expenses, liabilities and claims arising from, or in connection with, the use of the Membership Services or under this Agreement.
- 13.2 The Member bears the obligation to provide, and ensure the currency of, all necessary Insurances maintained by a prudent business of a similar nature to that of the Member's and shall provide and maintain all Insurances required by law to be maintained, none of which the Provider is responsible for.

14. Relationship of Parties

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



to any direct or indirect competitors of the Member at any time.

15. Limitation of Liability and Indemnity

- 15.1 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 Membership Services or any results achieved, or unachieved, through the Member's use of the Membership 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.
- 15.2 Subject to the provisions of this Agreement, if for any reason the Provider is liable to the Member 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 Member in respect of the Membership Services, such liability shall be limited, at the Provider's exclusive option, to:
- (a) the supply of the Membership Services again; or
 - (b) the cost of having the Membership Services supplied again,
- and in any event, shall not exceed, in aggregate, the total amount paid by the Member to the Provider for the Membership Services that are the subject of the Member's claim.
- 15.3 The Member 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.

16. Member General Warranties

- 16.1 The Member hereby represents and warrants that:
- (a) the Member is duly authorised to enter into this Agreement in accordance with the method or form of authorisation required by its constitution or by applicable laws under its jurisdiction of formation or incorporation;
 - (b) when executed, this Agreement shall be legal, valid and binding on the Member, enforceable against the Member 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 Member and/or its property;
 - (c) the Provider has not given to the Member, 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 Member 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 Member's obligations under this Agreement, nor is the Member in default under any material loan, lease or purchase obligation; and
 - (f) all information furnished, and to be furnished by the Member, shall be true, correct and complete.

17. Renewal, Cancellation, Suspension and Termination

- 17.1 **Renewal by Member:**
- (a) the Member may renew, at any time before the expiry of the current Service Term, the Services by extending the Service Term for a further duration of not less than the Minimum Service Term;
 - (b) such renewal shall be made by way of a notice in writing given to the Provider or any other way specified by the Provider from time to time, and payment of the Membership Fee in respect to the renewal must be made in accordance with Clause 9;
 - (c) this Agreement shall remain valid and in force for the entire duration of the extended Service Term.
- 17.2 **Cancellation by Member:**
- (a) No cancellation may be made by the Member during the Minimum Service Term.
 - (b) The Member may, subject to the aforesaid, cancel the Membership Services by way of a written cancellation notice given to the Provider;
 - (c) The effective date of cancellation shall be the 30th day following the date of the said cancellation notice;
 - (d) **Notwithstanding the aforesaid, all Membership Fees paid by the Member in respect of the purchase of Membership Services for the current Service Term shall not be refunded to the Member and correspondingly, the Member shall be liable for all Member Fees due and payable by the Member thereof.**
- 17.3 **Suspension or termination by Provider:**
- (a) The Provider may, without notice, suspend or terminate, or deny the access or use of, the Membership Services:
 - (i) if the Member fails to comply with any provision in this Agreement (including failure to pay all Membership Fees or Candidate Placement Fees due and any other charges imposed in respect of the same), 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 Member under this Agreement, until the breach (if capable of remedy) is remedied;



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- (ii) if the Member is Insolvent; or
- (iii) if a Force Majeure Event continues beyond one (1) month from the date of commencement of such event;
- (b) Unless Clause 17.3(a)(iii) applies:
 - (i) the Member shall remain liable for all Member Fee and any other charges due and payable under this Agreement throughout the period of suspension; and
 - (ii) any reactivation or resumption of access and use of the Membership 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.

- 17.4 In the event of a suspension or termination for any reason whatsoever, the Provider shall be under no obligation whatsoever to provide the Member with any copies of any Banner Advertisements or Job Advertisements or any other information, materials or data developed or created by the Member and uploaded onto its Account or any other parts of the Website.
- 17.5 Notwithstanding termination under this Clause, all obligations and rights arising under Clauses 9 (**Payment of Membership Services**), 11 (**Intellectual Property**), 12 (**Confidential Information**) and 15 (**Limitation of Liability and Indemnity**) shall survive the termination of this Agreement.

18. Dispute Resolution

- 18.1 Disputes or differences arising between Provider and the Member in relation to this Agreement must preferably be settled quickly and by negotiation.
- 18.2 The parties hereby agree to determine any unresolved disputes by way of amicable agreement between the Provider and an employee of a senior management level of Member.
- 18.3 If the parties cannot resolve such dispute within thirty (30) days of when the dispute is first raised by either or both the parties, the parties agree that the dispute should be referred to an external Provider or advisor who specialises in the resolution of disputes of a nature similar to the one herein. Any decision made by the external Provider or advisor shall be final and binding on the parties.
- 18.4 All costs, charges and expenses incurred as a result of the parties' use of the external Provider or advisor shall be borne by the parties equally.
- 18.5 The parties agree to adhere to the procedures set out in this Clause before enforcing any other rights permitted by law in the resolution of any disputes under this Agreement.

19. Notices

- 19.1 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 Member, to the postal or email address or fax number set out in the Registration Form as updated by the Member through the Member's Account from time to time.
- 19.2 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.

20. Assignment

- 20.1 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.

21. Entire Agreement

- 21.1 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.
- 21.2 This Agreement may not be amended unless such amendments are made in writing and signed by both parties.

22. Governing Law

- 22.1 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.

23. Waiver and Severability

- 23.1 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.
- 23.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid:



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- (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 **must** confirm your acceptance by signing below, in addition to confirming your acceptance orally, on our website, by email or fax. Should you request to use SeekTeachers™ recruitment services at any time after you have received these terms, your request shall be deemed to be your acceptance of these terms. **Please select your package and sign this document. Return this page to client.contracts@seekteachers.com, via fax +44 (0)844 357 6866 or post to SeekTeachers™, 26 York Street, London, W1U 6PZ, United Kingdom.**

Package Type	Trial	Select	PAYG	Select	Silver	Select	Gold	Select	Platinum	Select
Membership Fee	£0	<input type="checkbox"/>	£200	<input type="checkbox"/>	£700	<input type="checkbox"/>	£1000	<input type="checkbox"/>	£1500	<input type="checkbox"/>

Date issued:

Institute Name:

Print name:

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Signed by

For SeekTeachers™ Office Use Only
Date Received:
Print name:
.....
Signed by

