



## **TalentPuzzle Employer Terms and Conditions**

**We are VRG Ventures Limited of OHS Secretaries Limited, 107 Cheapside, London EC2V 6DY, T/a Talent Puzzle, Company registration no 6781287 (throughout “we”, “us”, “our” & “ours”).**

**You are a client or potential client of ours, registering with [www.TalentPuzzle.com](http://www.TalentPuzzle.com) or [www.TalentPuzzle.co.uk](http://www.TalentPuzzle.co.uk) (“Our Sites”) (throughout “you”, “your”, “yours”)**

### **Commercial Terms**

#### **Introduction**

This page (together with the documents referred to on it) comprises the Terms and Conditions (“Terms”) under which you may make use of our services offered on Our Sites. Please read these Terms and Conditions carefully before you start to use Our Sites. By accessing, logging in or in any way using Our Sites, you shall and shall be deemed to have accepted these Terms. Upon such acceptance and in consideration of the mutual benefits set out herein, it is agreed as follows:

#### **Our Agreement and Capacity**

The Terms set forth are the terms and conditions under which you agree to use Our Sites and our Services. These Terms shall be applicable to all dealings between us and you and we shall be operating as an Employment Agency as referred to in the Conduct of Employment Agencies and Employment Businesses Regulations 2003 in so far as they apply to such services.

#### **Our Agreement**

We agree that we shall, subject to these Terms permit you access to Our Sites in order that you may post your job vacancies for permanent (full-time, part-time fixed contract) or temporary positions and where available receive CVs containing details of persons who may potentially be suitable for a role within your organization from recruiters (“the Services”). You agree that any recruiter registered with Talent Puzzle (“Talent Puzzle Recruiters”) shall be permitted access to Our Sites to recruit for your open position and submit Candidate CVs or information of persons who may be suitable (“Candidates”) for your consideration.

We commit to making any reasonable effort to hide your company’s name and identity from the marketplace and will only make available such information to Talent Puzzle Recruiters when engaged by you to work on a particular vacancy. However, it is your sole responsibility to ensure that you don’t mention your company’s name or identity when posting a vacancy, especially when completing job description and Candidate requirements. We shall not be held responsible or liable for any harm caused should your company’ identity be revealed before engaging a Talent Puzzle Recruiter.

#### **1. Provision of candidates for permanent and temporary positions:**



- 1.1 CV's maybe submitted when a TalentPuzzle recruiter is engaged or has been invited by you to work on the vacancy.
- 1.2 All CV submissions are time and day stamped and Candidates shall be deemed to be represented by the first recruiter who submits the Candidate through Our Sites.
- 1.3 A Candidate is deemed to have been submitted as soon as a CV provided to you via Our Sites is opened.
- 1.4 Any Candidate submitted by a Talent Puzzle Recruiter to you belongs to this Talent Puzzle Recruiter for a period of 180 days from the date of submission ("Fee period"). In the event of an appointment of such a candidate with in the Fee Period for the Posted Role or any other role, the employer shall be responsible for the Transaction Fee calculated according to 2.2 or 3.2.
- 1.5 You agree not to contact the Candidate's current employer without express permission from the Candidate or the Talent Puzzle Recruiter representing the Candidate.
- 1.6 The Talent Puzzle Recruiter shall be required by contract to endeavor to make every reasonable effort to ensure the suitability of Candidates submitted but does not personally establish references and cannot accept responsibility to you for any loss, expense, damage or delay however occasioned (to the fullest extent that the law permits). You are responsible for taking up references concerning a Candidate's skills, qualifications and general integrity, obtaining work permits and satisfying any medical requirements or qualifications as are required by law or otherwise. We assume no liability for hiring decisions made, implicit or otherwise, by use of our Services or Our Sites.
- 1.7 In the event of Hiring a candidate submitted through Our Sites you agree to notify us within 1 week through Our Sites by marking the vacancy as filled on the dashboard and to provide details of the initial annual base salary and starting date. Should you fail to provide such confirmation or details, we shall be entitled to our fee in accordance with Clause 3 below, the initial annual base salary being based on the information provided by you when posting the role.
- 1.8 **You agree not to directly or indirectly do or attempt to work around, circumvent or otherwise exploit our systems with the intent or effect of depriving us of any Placement Fees. You further agree not to use the services of, engage or otherwise employ any Talent Puzzle Recruiter introduced through us or Our Sites in any capacity other than via Our Sites for a period of 12 months after the submission of any Candidate by that Talent Puzzle Recruiter via Our Sites. This obligation shall survive the termination of these Terms.**

## 2. Fees & rebates for permanent or fixed-term placements

- 2.1 Where a Candidate submitted via Our Sites is employed either by you or a third party to whom you have provided information regarding the Candidate and such an Employment takes place within the Fee Period, you shall pay the fee as calculated in accordance with clause 2.2 below ("Placement Fee")

- 2.2** The Placement Fee shall be calculated as the percentage set by you on Our Sites (against which the particular CV was submitted) of the first year annual base salary, payable to or for the services of the Candidate.
- 2.3** The initial Placement Fee for a fixed term contract shall be calculated proportional to the length of the contract, with maximum length of 12 months. In the event that the fixed term contract is extended or converted into a full time contract, an additional fee is charged. The total fee (incl. the initial fee) shall never exceed the percentage set by applied to the first year annualized base salary.
- 2.4** The Placement Fee shall be payable within 30 days of the commencement of the Candidate's start date, unless otherwise agreed. We reserve the right to charge interest on overdue amounts at the rate of 2% per annum above the Bank of England's Official Base Rate from the due date until the date of actual payment.
- 2.5** On receipt of payment, we shall retain the payment as a deposit for 60 days form start date. Payment will then be passed to the Talent Puzzle Recruiter, subject to a deduction of our Transaction Fee which shall be between 15% and 25% ("Transaction Fee"), unless agreed otherwise with the Talent Puzzle Recruiter.
- 2.6** All sums payable for the services unless otherwise stated are exclusive of VAT and any other duties or taxes.
- 2.7** Unless otherwise agreed, a guarantee period of 60 days shall apply when hiring a Candidate ("Guarantee Period"). During the Guarantee Period, should employment be terminated due to the candidate being found to be unsuitable for the positions, we shall, subject to the conditions in clause 2.8 being met, pay to you a rebate of 100% of the Placement fee.
- 2.8** A rebate shall be payable only where the following conditions have been met:

  - the Engagement ends within the Guarantee period;
  - you have notified us via Our Sites of the termination of the Engagement within 5 working days of last date of the Engagement;
  - the Engagement of the candidate was intended to be permanent;
  - you have paid us according to the rules set out in clause 2.4. If we have not received the Placement Fee within the agreed payment days, you are not eligible for the refund;
  - you are not in breach of any of the other provisions of these Terms;
  - the parameters of the position into which the Candidate was employed are not altered from those given either verbally or in writing at any stage throughout the hiring process
- 2.9** Notwithstanding anything in this Agreement to the contrary, if (i) TalentPuzzle has paid the Placement Fee to the TalentPuzzle recruiter prior to the 60 day anniversary of the relevant start date at your request, then TalentPuzzle will not be obliged to refund any amounts to you in excess of the sum of the relevant TalentPuzzle administrative fee; (ii) if you have agreed in writing to follow different refund guidelines than those outlined above from specific TalentPuzzle recruiters, TalentPuzzle will not be obliged to refund any amounts to you.

- 2.10** You may not be responsible for paying a Placement Fee for a Candidate submitted to you through us or Our Sites if you previously received that Candidate's CV through another source and you have notified us of the same when rejecting the CV indicating that the CV is on file already within 5 working days of receipt of the Candidates CV.
- 2.11** "Employment" for the purposes of this clause and the remainder of the Terms means the engagement, employment, hire or use of a Candidate, whether directly or indirectly, in whatsoever capacity, whether on a contract of employment, contract for services or via the medium of a third party "Employ", "Employed" and "Employs" shall have the corresponding meaning.
- 2.12** Rates for the usage of the Vendor Management solution will be agreed individually and will be covered in the appendix to these terms.

### **3. Fees & rebates for temporary placements**

- 3.1** You agree to pay the hourly or daily charge rate when hiring a Temporary Worker to the TalentPuzzle Recruiter who introduced the successful Temporary Worker.
- 3.2** The charge rate is set by you when posting the vacancy. The charge rate includes the Temporary Worker's remuneration, the TalentPuzzle Recruiter's commission, your national insurance contribution, holiday pay top up and any travel or other expenses as are reasonable.
- 3.3** The charges are calculated according to the time worked by the Temporary Worker (to the nearest quarter hour).
- 3.4** The charges are invoiced to you by the TalentPuzzle Recruiter on a weekly basis and are payable within 14 days. The TalentPuzzle Recruiter reserves the right to charge interest on overdue amounts at the rate of 2% per annum above the Bank of England's Official Base Rate from the due date until the date of actual payment.
- 3.5** At the end of each week, you shall sign the TalentPuzzle Recruiter's time sheet verifying the number of hours worked by the Temporary Worker during that week. Your signature indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve your obligation to pay the charges in respect of the hours worked.
- 3.6** In case, the Temporary Worker's assignment is prolonged beyond the initial contract length as posted on TalentPuzzle, you are liable to pay the TalentPuzzle Recruiter the specified hourly or daily charge rate for the duration of the contract. You must give the TalentPuzzle Recruiter 7 days written notice in advance of the change to the contract length.
- 3.7** In case you hire the Temporary Worker introduced by a TalentPuzzle Recruiter for a permanent position during the work assignment or within 180 days after the last day of the work assignment, you are liable to pay the TalentPuzzle Recruiter a Placement Fee calculated as 15% of the gross taxable annual commencing remuneration. In case of a fixed term contract less than 12 months, the fee shall be calculated on a pro-rata basis. In the temp-to-perm case, there shall be no guarantee period.

- 3.8 You, the TalentPuzzle Recruiter or the Temporary Worker may terminate an assignment at any time without prior notice and without liability.

## **Terms covering the use of our sites**

### **4. Authorized User, Use and Responsibilities**

**It is agreed as follows:**

- 4.1 All text, graphics, sound, video and other materials posted on Our Sites (the “Content”) are the sole responsibility of the person from which such Content originated. We do not control the Content posted via the Service or Our Sites and, as such, do not guarantee the accuracy or quality of such Content. We will not be responsible or liable to any third party for the content or accuracy of any materials posted or submitted by you or any other user of the site.
- 4.2 You agree that you will not:
- Use the Services or Our Sites to post any out of date, misleading or inaccurate Content or Content that invades the privacy of another person (such as posting personal contact information without prior written consent), is harmful, harassing, tortuous, libelous, defamatory, derogatory, obscene, discriminatory, otherwise unlawful, or which causes or may cause harm, offence or embarrassment to us, our affiliates or any Candidate or Talent Puzzle Recruiter;
  - Use the Services or Our Sites to post any Content to which you do not have adequate rights to post, including Content which infringes or misappropriates any copyright, trade secret, patent, trademark, right of privacy or publicity, or other proprietary rights of any party, and/or content which you are obligated by fiduciary or contractual obligation to keep secret;
  - Use the Services or Our Sites to post or transmit spam, or other unsolicited commercial emails, including without limitation, multiple postings of similar messages and linking to unrelated sites;
  - Disguise the origin of any Content posted by you, including forging header information or misstating your affiliation with any group or individual;
  - Post or use the Services or Our Sites to transmit any material that contains viruses, malware, spyware, worms, Trojan horses or any other computer code intended to obfuscate, destroy or limit the functionality of any computer system;
  - Use the Services or Our Sites for any commercial purpose, other than envisaged by this agreement including, without limitation, the sale of any item, without express prior written permission from the moderator;
  - Sell, copy or modify the Content or reproduce, display, for any public or commercial purpose; or
  - Otherwise use the Services to violate or in violation of any applicable law or regulation;



- Other than in accordance with the terms of this agreement pass or allow any Content or other information relating to our Services or our Sites, to be passed to third parties without our prior written consent.

In the event you violate any of the terms of 5.2, in our sole opinion we may remove your content from the site and terminate your ability to post Content.

- 4.3** If you submit Content to us you agree to grant us a royalty-free, perpetual, irrevocable, sublicenseable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content. You also grant to us the royalty-free, perpetual, irrevocable, sublicenseable, non-exclusive right (including any moral rights) and license to use, reproduce, communicate to the public and display the name and trademark of their organization and status as a contributor of user Content to Our Sites. You warrant and represent that you have the authority on the behalf of your employer, if applicable, to enter into this license agreement and that you or your employer are the holder of any rights, including moral rights in such content and trademarks, and that you or your employer have completely and effectively waived all such rights and validly and irrevocably granted to us the license stated above. Subject to the foregoing, the owner of such content and trademarks submitted to us retains any and all rights that may exist in such content and trademarks.

## **5. Privacy Policy**

We will treat your personal information in accordance with our current Privacy Policy attached to these Terms. You agree to the terms of the Privacy Policy, which describes our use and disclosure of information about you and your use of the Service.

## **6. Availability of Service**

- 6.1** The Services and/or our Sites you select may not be available at all times, and may not be available in the format generally marketed, and some personal computers may not be able to receive the Service. All Services are provided on an AS IS basis.
- 6.2** We or our suppliers may, at any time, without notice or liability, restrict or suspend the use of the Service or Our Sites or limit its time of availability in order to perform maintenance activities and to maintain session control.

## **7. Links to other Web Sites**



Our Sites may contain links to other sites. Unless expressly stated, these sites are not under the control of TalentPuzzle or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on Our Sites does not imply any endorsement of the sites themselves or of those in control of them.

## **8. Links to this Web Site**

Those wishing to place a link to our Sites on other sites may do so only to the home page of Our Sites <http://www.talentpuzzle.com> without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of TalentPuzzle.

## **9. License**

You are hereby granted a revocable, non-exclusive, non-transferable license by us to access and use the Services and Our Sites. Except as specified in Section 9.2, the software and materials ("Software") used by us to provide the Service to you contains copyrighted material, trade secrets, and proprietary information owned by us and our third party licensors, providers, or suppliers. You may not access the Services or Our Sites for the purpose of de-compiling, reverse engineering, disassembling, attempting to discover any source code or underlying ideas or algorithms of such Software. Nor are you permitted to access the Services or Our Sites for the purpose of modifying, renting, leasing, loaning, copying, sublicensing or distributing any portion of the Software. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades.

Any trademarks and service marks used by us to identify our products and services belong to VRG Ventures Limited. You have no rights in such marks except as specified in writing between the parties.

## **10. Indemnification**

You shall indemnify and hold us, our managers, officers, members, employees and agents, harmless in respect of all claims, including losses, costs, damages and expenses, (including reasonable legal fees and court costs), brought against us whether by you, the Candidate or any third party, relating to or arising from or in connection with your use of the Services or Our Sites in violation of the law and/or these Terms.

## **11. No Warranty**

We do not warrant that Our Sites will operate error-free or that any Talent Puzzle site and its servers are free of computer viruses or other harmful mechanisms. If your use of any of Our Sites or content results in the need for servicing or replacing equipment or data, we are not responsible for those costs.

The information and materials contained on our site, including text, graphics, information, links or other items are provided "as is", "as available". We do not warrant the accuracy, adequacy or completeness of this information and materials. We provide Our Sites, to the extent permitted by law, without representation or warranties (whether express or implied) of any kind, including but not limited to non-infringement of third party rights, fitness for a particular purpose, and freedom from computer virus, the accuracy, completeness, currency, design, suitability or efficacy of Our Sites.

## **12. Talent Puzzle's Liability**

Talent Puzzle acts as a marketplace to introduce employers and recruiters so they can work together to fill job openings with qualified Candidates. We do not provide any work finding services, nor do we locate suitable Candidates to fill any advertised positions. As a result, we have no control over the quality, safety or legality of the vacancies posted or CVs submitted, the truth or accuracy of the vacancies, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings or any Content and we make no representations about any jobs, recruiter qualifications, CVs or Content on our site. We act as a passive conduit for the online distribution and publication of Content and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring Content posted by users. You assume all risks associated with dealing with other users with whom you come in contact through Our Sites. Because user authentication on the Internet is difficult, we cannot and do not confirm that each user is who they claim to be.



### **13. Limitation of Liability**

Talent Puzzle's aggregate liability for all claims arising from these Terms, regardless of the nature of such claim, shall not exceed the total amounts paid by you to us in connection with the Services provided hereunder.

Except for your infringement, misuse or misappropriation of our or our licensor's intellectual property, and your indemnification obligations set forth above, neither party shall be liable to the other for any indirect, incidental, special, exemplary, punitive, or consequential damages in connection with these Terms, however abused whether based on contract, tort, warranty or other legal theory and even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

The parties agree that the limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. You acknowledge that we have set our prices and entered into these Terms in reliance on the disclaimers of warranty and the limitations of liability set forth in these Terms and that the same forms an essential basis of the bargain between the parties.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In such case, you agree that our liability will be limited to the maximum extent allowed by applicable law.

### **14. Term and Termination**

The Terms shall become effective upon registration on Our Sites and shall remain in effect for so long as you continue to access and/or use the Service or Our Sites.

Talent Puzzle may terminate the Terms and your access to and use of the Service or Our Sites upon notice to you if you breach the Terms or alternatively on the provisions of 7 days notice. Upon termination of these Terms, you shall immediately cease all use of the Services and Our Sites.

### **15. General**

**15.1** Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, natural disaster, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non performing party ("Force Majeure"), provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

**15.2** Each party acknowledges that this is the complete and exclusive statement of the agreement between the parties, and that these Terms supersede all prior proposals,

understandings and all other agreements, oral and written, between the parties relating to these Terms.

- 15.3** We may change the Terms at any time, should we make any such change we will communicate such a change either via a general amendment notice issued to the email address registered on our system or by notification on the log in page of Our Sites.
- 15.4** We may, at our sole discretion, which need not be exercised reasonably, terminate the Services, or prevent or limit your use of Our Site.
- 15.5** You agree to bear sole responsibility for any banking charges.
- 15.6** The headings in these Terms are provided for convenience only and do not affect the interpretation of any clause in these Terms.
- 15.7** If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these Terms shall remain in full force and effect.
- 15.8** We may change published fees from time to time. All changes will be updated in these Terms.
- 15.9** These Terms and Conditions are governed by English law. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to Our Sites or Our Services.
- 15.10** Amendments and/or additional terms may be added to this Agreement subject to the parties' agreement, and any such additional terms shall be attached hereto and incorporated herein as Exhibit A.