



## **TalentPuzzle Recruiter 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 as a recruiter 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) tells you the Terms and Conditions (“Terms”) under which you may make use of our Hirer introduction and vacancy information services (the “Services”) provided via Our Sites. Please read these Terms 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.

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

These Terms set forth the terms and conditions under which you agree to use our Services and Our Sites. 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, allow you to register on Our Sites in order to review job vacancies (“Posted Vacancies”) for permanent (full-time, part-time fixed contract) or temporary jobs posted by potential employers registered with us (“Hirers”) and to submit information and CVs relating to individuals (“Candidates”) who meet the specifications set out in the relevant Posted Vacancy.

You warrant that you are a professionally trained recruiter, are suitable to act as an Employment Agency and you agree that you shall at all times comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

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



- 1.1. You acknowledge and agree that the following shall apply regarding Candidate submissions and hiring:
  - 1.1.1. All Candidate CV submissions are time and day stamped by us;
  - 1.1.2. A Candidate shall be considered to have been submitted once the Hirer has open the attached CV, submitted by you via Our Sites;
  - 1.1.3. Candidates are represented by the first recruiter to submit the Candidate in question to the Hirer through Our Sites. If you submit a Candidate for a Posted Vacancy and the Candidate is hired you may not be eligible for the Placement Fee in the event that the Hirer has previously received that Candidate's CV or was aware of the Candidate through another source. The Hirer is solely responsible for providing the proper evidence that that the new hire was not the result of your submission, but rather of having received the CV previously. In the event of such a dispute we will investigate and based upon the available evidence make a determination on the source of the Candidate referral that led to the hire and therefore whether a Placement Fee shall be charged. Our decision on this matter shall be final.
  - 1.1.4. Provided that the Hirer is not already aware of the Candidate, you shall be deemed to have ownership of a Candidate for a period of 180 days from the date of submittal ("Fee Period"). Should the Candidate be hired during the Fee Period, subject to these Terms, we shall invoice the Hirer for a fee calculated as per 2.3 and 3.2.
  - 1.1.5. You agree that you will make every reasonable effort to properly screen each Candidate against any specifications set out in a Posted Vacancy and obtain confirmation from the Candidate that they are willing to work in the position before submitting CVs. **All CV submissions for Posted Vacancies must be sent through Our Sites. Any actions which circumvent or attempt to circumvent Our Sites and Services by submitting CVs outside Our Sites will lead to account termination. In the event of such termination, we shall be under no obligation to pay any Placements Fees received from Hirers in respect of Candidates submitted by you.**
- 1.2 By using Our Sites you agree to have your performance assessed, publicly displayed and potentially used as a filtering mechanism by Hirers:
  - 1.2.1 Regardless of the number of hiring transaction that may occur, system usage, frequency of submission, quality of submissions and other quantitative information is collected and retained.
  - 1.2.2 You are encouraged to undertake thorough checks as to the suitability and willingness to work of the Candidates before submitting their CV for a Posted Vacancy. Spamming, candidate cramming, misrepresentation and other practices will significantly negatively impact your performance statistics on Our Sites.



**1.3** You agree that you shall not within 12 months of the successful placement of a Candidate via Our Sites directly or indirectly solicit, attempt to solicit or otherwise induce or encourage any employees or workers of the Hirer for whom the placement has been made to terminate their engagement with that Hirer.

**1.4** You agree to not directly or indirectly work around, avoid, circumvent or otherwise exploit our Services or Our Sites with the intent or effect of depriving us of due compensation or Placement Fees. You agree that you shall not engage with any Hirers to whom you have been introduced via TalentPuzzle for a period of 12 months after the Submission of such a Candidate, save for communications via Our Sites or offline if regarding details on the Posted Vacancy for which we have made the introduction.

**1.5** You are not authorized to register as a Hirer in order to submit any Posted Vacancies on Our Sites.

**1.6** We shall have no liability for hiring decisions made, implicit or otherwise, via the use of our Services or Our Sites.

**1.7** You shall keep in strictest confidence all Confidential Information that is either disclosed to you by the Hirer or is otherwise understood or received by You pursuant to fulfilling Your obligations under this agreement. At the Hirer's request upon completion of the Agreement, You shall delete from your systems and return to the Hirer all such Confidential Information. The restrictions do not apply to any information that (i) is or becomes within the public domain other than through a breach of this term; (ii) is in Your position before disclosure is made under the term of this agreement; (iii) is independently developed by You; (iv) is required to be disclosed by law.

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

**2.1** Where a Candidate is submitted via Our Sites and is successfully appointed in a Posted Vacancy or in any other role within that company or a third party, we shall invoice the Hirer for the Placement Fee;

**2.2** Should the engagement of the Candidate be terminated during the Guarantee Period we may be liable to repay to the Hirer all or part of the Placement Fee, in such circumstances you will have no entitlement to a Placement Fee;

- Unless otherwise noted under special terms, the Guarantee period shall be the first 60 days after the relevant Start Date.

**2.3** After 60 days of the Candidate's start date, you shall be entitled to payment of the Placement Fee as received from the Hirer less our Fee, which shall be calculated as 25% of the Placement Fee payment received by us from the Hirer, unless otherwise agreed under special terms. For any consecutive placement with a particular client within 12 months, we will only charge 15% of the Placement Fee



**2.4** Payment is subject to receipt of payment from the Hirer. All sums due for the Services unless otherwise stated are exclusive of VAT and other duties or taxes.

**2.5** We shall be entitled to deduct from any payments due to you any amounts to account for any damages, losses or costs arising as a result of your breach of this agreement or your negligent acts or omissions.

**2.6** If you have an existing contractual relationship with a particular employer, you may qualify as an Existing Supplier and may be entitled to 100% of the Placement Fee.

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

**3.1.** The Hirer will post a vacancy including the charge rate. The charge rate includes the Temporary Worker's remuneration, your commission, the Hirer's national insurance contribution, holiday pay top up and any travel or other expenses as are reasonable.

**3.2.** In case of a successful placement of a Temporary Worker, TalentPuzzle will charge you a one-off introduction fee. The fee is stated upfront, before you engage on a posted vacancy. By requesting engagement, you agree to accept our introduction fee.

**3.3.** TalentPuzzle will invoice you for the introduction fee on commencement of the work assignment and is payable 14 days from the TalentPuzzle invoice date.

**3.4.** In case the Temporary Worker terminates or is terminated before the end of the stated contract length on TalentPuzzle, we will issue a credit note for our introduction fee in proportion to the duration of the worked assignment and will refund you within 14 days.

**3.5.** You will invoice the Hirer on a weekly basis based on the charge rate set by the Hirer when posting the vacancy. The Hirer will pay within 14 day of invoice date. You have 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.

**3.6.** The charges are calculated according to the time worked by the Temporary Worker (to the nearest quarter hour).

**3.7.** At the end of each week, you shall collect the signed time sheet from the Hirer verifying the number of hours worked by the Temporary Worker during that week.

**3.8.** In case, the Temporary Worker's assignment is prolonged beyond the initial contract length as posted on TalentPuzzle, the Hirer is liable to pay you the specified hourly or daily charge rate for the duration of the contract. The Hirer will give you 7 days written notice in advance of the change to the contract length.

**3.9.** In case the Temporary Worker is hired for a permanent position during the work assignment or within 180 days of the last day of the work assignment the Hirer is liable to pay you 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. TalentPuzzle will not charge any further fees. It is your sole responsibility to collect this money from the Hirer.



- 3.10.** You, the Hirer or the Temporary Worker may terminate an assignment at any time without prior notice and without liability.

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

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#### **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, does 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 Our Sites.

**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, or otherwise unlawful or which causes or may cause harm, offence or embarrassment to us, our affiliates or any Candidate or Hirer;
- 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 email, 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 that which is 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;
- Otherwise use the Services or Our Sites 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

**4.3** In the event that in our sole opinion we believe that you have violated any of the Terms, we may remove your Content from the site and terminate your ability to post Content.

**4.4** If you submit Content to us you agree to grant us the royalty-free, perpetual, irrevocable, sublicense able, non-exclusive right (including any moral rights) to communicate to the public and display the name and trademark of your organization as a user of our service. You warrant and represent that you have the authority on the behalf of your employer, if applicable, to enter into this agreement. You shall remain the owner of your Content submitted to us and retain 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 Services.

## **6. Availability of Service**

**6.1** The Service 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 the site <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**

**9.1** You are hereby granted a revocable, non-exclusive, non-transferable license by us to access and use the Service and Our Sites. Except as specified in Section 6.2, 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 Service 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 Service 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.

**9.2** 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 attorneys' 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 any Our Sites will operate error-free or that any of Our Sites 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 site.

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

TalentPuzzle acts as a marketplace to introduce Hirers 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 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 Hirers 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 have no obligation to screen communications or information in advance and are 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**

Our aggregate liability for all claims arising from this 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 this Contract, 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 the Terms is found to have failed of its essential purpose. You acknowledge that We have set our prices and entered into the Terms in reliance on the disclaimers of warranty and the limitations of liability set forth in the 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**

This Contract 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 Services or Our Sites. We may terminate these Terms and your access to and use of the Service and our Sites upon notice to you if you breach the Terms or alternatively on the provision 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 pages of Our Sites.

**15.4** We may, without liability and at our sole discretion, which need not be exercised reasonably, terminate the Contract, 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 the Terms are provided for convenience only and do not affect the interpretation of any clause in the Terms.

**15.7** If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the 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 the Terms. Changes to the fee schedule to not affect previously posted vacancies and do only affect new vacancies that are created after the new fee schedule is posted on our site.

**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 Site or the use of our Services.