# Online flat fee recruitment



#### **Terms & Conditions**

The purpose of the Terms of Use is to explain the legal basis upon which this site and services of SEN World (Bond and Pearl Ltd) is offered for use, and the limitations of liability that we retain.

SEN World © is a trading name of Bond and Pearl Ltd and shall be know in these Terms of Business as SEN World (Bond and Pearl Ltd).

SEN World (Bond and Pearl Ltd) is NOT acting as an employment agency.

By requesting or accepting our services or using our information you accept and agree to abide by these Terms and Conditions, which apply to all dealings between SEN World (Bond and Pearl Ltd) ("we" or "us" as appropriate) relating to the business described in the Terms and override any terms proposed by you unless we agree to such terms in writing.

These Terms constitute the contract between SEN World (Bond and Pearl Ltd) and the Client and are deemed to be accepted by the Client by virtue of the earliest of signature, electronic acceptance (through registration on the Website or by email) or the placing of any order.

The Terms of Use are split into the terms governing the website and the services provided by SEN World.(Bond and Pearl Ltd)

## Terms of use for the website

This website (the "Site") is owned and operated by SEN World (Bond and Pearl Ltd), 40 Bloomsbury Way WC1A 2SE.

The Site is intended for use only by employers ("Clients") and candidates ("Candidates").

Users of the site are asked to read the terms of business carefully before committing and creating a legally binding contract.

The copyright and all other intellectual property rights in the Site belong to SEN World (Bond and Pearl Ltd).

The information on the Site may be updated from time to time.

SEN World (Bond and Pearl Ltd) hereby excludes any warranties (whether expressed or implied) or any other assurances as to the operation, quality, accuracy, efficacy, completeness, performance, timelessness, or fitness for any particular purpose, or functionality of the Site. Furthermore, it is accepted that access to the Site may be interrupted, restricted or delayed, at any time, for any reason.

SEN World (Bond and Pearl Ltd) hereby excludes any warranties (whether expressed or implied) or any other assurances as to the quality, accuracy, efficacy, completeness, performance, timelessness, or fitness for any particular purpose of any of the jobs or content

of the material appearing on the Site, including (but not necessarily limited to) any Curriculum Vitae of an Applicant or any description of a client which may be contained in the Site.

SEN World (Bond and Pearl Ltd) will not be liable for any damages (including, without limitation, damages for any consequential loss or loss of business opportunities or projects, or loss of profits) howsoever arising and whether in contract, tort or otherwise from the use of or inability to use the Site, or any of its contents, or from any action or omission taken as a result of using the Site or any such contents.

SEN World (Bond and Pearl Ltd) accepts no responsibility for the content or accuracy of any such Curriculum Vitae.

SEN World (Bond and Pearl Ltd) makes no warranty that the contents of the Site are free from infection by viruses or any other element which has contaminating or destructive properties and SEN World (Bond and Pearl Ltd) shall have no liability in respect thereof.

The Site contains links to external, third party sites located on servers which are maintained by third parties, but SEN World (Bond and Pearl Ltd) has no control over such third party sites and therefore no control over their content. Accordingly, information that may be accessed from the Site via hypertext link is available solely on the basis that SEN World (Bond and Pearl Ltd) disclaims all responsibility or liability (including for negligence) in respect of any of the material contained on or accessible from such sites and servers.

Where part of the Site contains advertising and other material submitted to SEN World (Bond and Pearl Ltd) by third parties, it is understood and accepted that it is those advertisers solely who are responsible for ensuring that such advertisements and other material so submitted for inclusion on the Site comply with all relevant laws and regulations. Although acceptance of advertisements on the Site is subject to the terms and conditions of SEN World (Bond and Pearl Ltd) (which terms and conditions are available on request) SEN World (Bond and Pearl Ltd) SEN World (Bond and Pearl Ltd) will take no responsibility for any error, omission or inaccuracy in advertising materials and does not accept liability in respect of any of them.

Clients of SEN World (Bond and Pearl Ltd), agree not to include personal contact information within their job advertisements or job briefs. SEN World (Bond and Pearl Ltd), reserves the right to edit any job advert information and exclude members who do not comply.

The contents of the Site are governed by English law and users agree to submit to the jurisdiction of the English courts with respect to any issue which may arise.

Terms of Business for the service provided by SEN World (Bond and Pearl Ltd)

### 1. SERVICE AND FEES

1. On receipt of a vacancy from you, SEN World (Bond and Pearl Ltd) will e- mail a confirmation agreement to check advertising categories, job specification, remuneration package and location within two working days of receiving you initial vacancy notification.

- 2. Our fee becomes due in full within 14 days of you instructing SEN World (Bond and Pearl Ltd).
- 3. We will use the chosen job board to attract applications and forward these to you.
- 4. You agree not to significantly change, withdraw or place vacancy on hold once you have authorised SEN World (Bond and Pearl Ltd) to commence advertising services for you. Significant changes will include job title and location and will incur a subsequent fee of £50.00 plus VAT.
- 5. You will notify SEN World (Bond and Pearl Ltd) of all offers of Engagement. Once you have confirmed the vacancy has been completed, SEN World (Bond and Pearl Ltd) will notify all remaining candidates their application has been unsuccessful on your behalf.

# 2. PENALTIES FOR LATE PAYMENT & SURCHARGES

- 1. You accept our reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if we are not paid according to our agreed credit terms.
- 2. SEN World (Bond and Pearl Ltd) may terminate this agreement if after writing to you to rectify the breach of agreement it is not rectified within 5 working days or you fail to pay SEN World (Bond and Pearl Ltd) on their due date.

# 3. EMPLOYMENT BUSINESS REGULATIONS (2003)

- 1. SEN World (Bond and Pearl Ltd) is a recruitment resourcing & advertising service and it operates outside the Employment Business Regulations 2003. You acknowledge it is your sole responsibility to take such action as you deem necessary to ensure a Candidate's suitability for Engagement.
- 2. You also acknowledge it is your responsibility to check as to the suitability of each Candidate and take up any references provided by such Candidate before Engaging a Candidate. You are solely responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which Candidate is engaged to work.
- 3. You agree that SEN World (Bond and Pearl Ltd) shall have no liability in respect of the acts or omissions of any Candidate and that you are solely responsible for the selection of Candidates and the offering of Engagements.

### 4. CANDIDATE DATA

- 1. With each SEN World (Bond and Pearl Ltd) referral we will supply you with the details of the relevant Candidate, as provided to us by the Candidate. We provide no warranty as to the accuracy or completeness of such Candidate Data.
- 2. You agree to use Candidate data for the sole purpose of finding and selecting individuals to fill your own job vacancies and for no other purpose whatsoever.
- 3. You acknowledge that the Candidate Data considered to be personal data as defined in the Data Protection Act 1998 (the "Act") and that you are responsible for ensuring your compliance with the Act. In particular, you shall ensure that the employment of

- appropriate operational and technical measures to protect the security and confidentiality of such personal data.
- 4. It is a condition of SEN World (Bond and Pearl Ltd)'s supply of Service that you will not:
  - Supply, sell or license Candidate Data (or any copies thereof) to any other person or affiliate
  - Contact a Candidate or make or allow any use of the information about those individuals, other than for the purpose of finding suitable candidates for specific job vacancies.
  - You agree to deal fairly and professionally with Candidates and to comply with all anti-discrimination and employment legislation including but not limited to the Sex Discrimination Act 1975, the Race Relations Act 1976, The Employment Equality (Age) Regulations 2006 and The Disability Discrimination Act 1995
  - You hereby agree to indemnify SEN World (Bond and Pearl Ltd) against any loss or damage, howsoever occurring, sustained by SEN World (Bond and Pearl Ltd) as a result of any breach by you.

#### 5. LIABILITY

- You are responsible for the content of the job description, person specification and supporting text and will indemnify SEN World (Bond and Pearl Ltd) against any claim, loss, liability, expense and/or damage ("Losses") in connection therewith.
- SEN World (Bond and Pearl Ltd) shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) that may be suffered or incurred by you:
  - Arising from or in any way connected with SEN World (Bond and Pearl Ltd) seeking a Candidate for you or from the Referral to or Engagement of any Candidate by you or from the failure of SEN World (Bond and Pearl Ltd) to introduce any Candidate; or
  - 2. Where you offer a position to a Candidate and the Candidate accepts it but subsequently declines it before the position's agreed commencement date.
- For the avoidance of doubt, nothing in these Terms seeks to limit or exclude SEN World (Bond and Pearl Ltd)'s liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of SEN World (Bond and Pearl Ltd)'s employees in connection with the performance of their duties hereunder or by defects in any service supplied pursuant to this Agreement, or (iii) any other liability that cannot be excluded by law.
- SEN World (Bond and Pearl Ltd) reserves the right in its sole and absolute discretion to refuse to register a vacancy or withdraw a vacancy at any time without reason. Examples of vacancies that may be removed include (but are not limited to) the following:
  - Vacancies SEN World (Bond and Pearl Ltd) considers illegal, inappropriate or fraudulent.
  - Vacancies which directly or indirectly require or ask for application or registration fees.
  - Vacancies which advertise franchise, pyramid, network marketing or "getrich-quick" schemes.

All fees are exclusive of Value Added Tax (VAT). VAT will be charged at the applicable rate.

# 7. LAW AND PRACTICE

These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.