

Terms and Conditions for the Supply of Services

1. Introduction

- 1.1 This Document sets out the Terms and Conditions which govern the purchase of services from GradList Ltd (herein referred to as TalentPool) via the website www.talentpool.com by a prospective employer and customer of TalentPool (herein referred to as the Employer). The services to which this document applies are the contacting of or engagement with TalentPool Users via www.talentpool.com.
- 1.2 In conjunction with the information presented on the Site and options selected by the Employer on the Site (such as, for instance, payment options and prices), this Document serves as a contract between TalentPool and the Employer for the provision of services by TalentPool to the Employer.

2. Definitions

- 2.1 **the Document or Contract:** the Terms and Conditions for the Supply of Services which defines the terms of the purchase of Services from TalentPool by the Employer (Customer) and which function as a contract between the Customer and TalentPool
- 2.2 **the Site:** www.talentpool.com, owned and operated by TalentPool
- 2.3 **TalentPool:** a business & brand, owned and operated by GradList Ltd, Company Number 08721054
- 2.4 **Supplier:** A term used from time to time to refer to TalentPool
- 2.5 **User/Users:** student(s) and graduate(s) who create a TalentPool User Account (see definition below) by entering information on the Site and use the Service for Users (see definition below). Also includes all other visitors to the Site. Users must agree to these Terms & Conditions.
- 2.6 **Service for Users:** the service offered by TalentPool to Users whereby Users may create a User Account with a view to being contacted by prospective Employers.
- 2.7 **Employer or Customer:** organisation(s) which are approved by TalentPool to use the TalentPool Service for Employers (see definition below)
- 2.8 **Service for Employers:** service offered by TalentPool to companies wishing to engage with TalentPool Users at an anonymous and aggregate level (by defining and contacting bespoke 'Talent Pools'), regarding current or potential employment opportunities with that company (Employer).
- 2.9 **Charity/Charities:** the organisation(s) which, at any one time, are featured on the Site and may be selected by Users to be supported financially through the allocation of a proportion of the fee revenue associated with that User.
- 2.10 **User Sign Up Process:** the process by which Users may create a User Account, by providing information to TalentPool through the Site
- 2.11 **User Account:** the totality of the information provided by a User which relates to that User.
- 2.12 **Employer Sign Up Process:** the process by which Employers may create an Employer Account, by providing information to TalentPool through the Site
- 2.13 **Employer Account:** the totality of the information provided by a User which relates to that Employer
- 1.1 **Personal Details:** includes but not limited to User's name, email address and date of birth

- 2.14 Other User Information:** information provided to TalentPool by the User through the User Sign Up Process which is required in order to create a TalentPool User Account. Includes but is not limited to university name; degree level; degree subject; degree grade; public examination grades (e.g. GCSE; A-Level; Scottish Highers; International Baccalaureate); previous work experience; career preferences; ethnic background; language skills; gender.
- 2.15 Talent Pool:** A Talent Pool (as distinct from TalentPool) is a group of Users, as defined by the Employer, to be contacted by the Employer, as defined by the Employer through the process of applying one or more filters to the TalentPool database of Users through the employer interface of the Site.
- 2.16 Chargeable Service or Services:** This is the service for which Employers are liable to pay TalentPool, specifically the right to contact directly TalentPool Users via the Site with a view to engaging them in employment. Employers agree that, in some form (depending on their selection from the payment options), they will pay TalentPool for the ability to contact Users.
- 2.17 Campaign Fee:** The sum payable up front (which is to say, before the any service may be expected to be performed by TalentPool) by the Employer for the execution of the Chargeable Service from TalentPool, namely the contacting of one or a number of Users at once via the Site. This fee is non-refundable and applies irrespective of the scale or success of the campaign.
- 2.18 Contact Fee:** A sum which is payable up front by the Employer for the right to contact Users through a Campaign. The Contact Fee is calculated as a fee per user (as stipulated on the payment options page of the Site) multiplied by the number of Users in the bespoke Talent Pool created by the Employer (which is viewable to the Employer through the process of setting the criteria which define membership of the Talent Pool). The Contact Fee is non-refundable and applies irrespective of the results of the Campaign.
- 2.19 Success Fee:** A sum which is payable up front by the Employer for the right to contact Users through a Campaign. The Success Fee is a set amount, as stipulated on the payment options page of the Site. Unlike the Campaign Fee and Contact Fee, the Success Fee is 100% refundable, in the event that the Campaign to which the Success Fee applies results the Employer recruiting no one on either a part time or a permanent basis. The precise terms of the refund are laid out below in the Contractual Arrangements and Payment Terms section of this Document.
- 2.20 Fixed Fee Payment Option:** The overarching term for the option which may be selected by the Employer to pay for the Chargeable Service through the combination of the Campaign Fee and the Contact Fee.
- 2.21 Success Fee Payment Option:** The overarching term for the option which may be selected by the Employer to pay for the Chargeable Service through the combination of the Campaign Fee and the Success Fee.
- 2.22 Campaign:** A Campaign is the sending of a message to a single Talent Pool by an employer, at once.
- 2.23 Non-Success Notification:** The notification sent by an Employer, in the event that a Campaign does not result in a successful hire, to TalentPool, to inform TalentPool that the Campaign was not successful and therefore a refund of any Success Fee previously paid should be made.

3. Other Applicable Terms

- 3.1** This Document refers to the following additional terms, which also apply to the purchase of Services via the Site:

- 3.1.1 The TalentPool Privacy Policy (<http://www.talentpool.com/index.php/privacy-policy>), which sets out the terms on which TalentPool processes any personal data collected from Users and Employers, or that you provide to TalentPool. By using the Site, Users and Employers consent to such processing and warrant that all data provided is accurate.
- 3.1.2 The TalentPool Cookie Policy (<http://www.talentpool.com/index.php/privacy-policy>), which sets out information about the cookies on the Site.
- 3.2 The TalentPool Terms and Conditions of Use (<http://www.talentpool.com/index.php/terms-and-conditions-of-use>) apply to all activity on the Site, including the purchase and supply of services, for which this Document is a supplementary agreement.

4. Contractual Arrangements & Payment Terms

5. The Campaign Fee

- 5.1 The Campaign Fee is chargeable for the execution of any and every single Campaign, irrespective of any results emanating from the Campaign or indeed the scale or timing of the Campaign. The Campaign Fee is non-refundable.

5.2 Fixed Fee Payment Option

- 5.2.1 The total due under the Fixed Fee Payment Option is calculated as the sum of the Campaign Fee and the Contact Fee. A fixed fee payment is made up-front, before any Users may be contacted via TalentPool.com and neither element of the payment option is refundable.
- 5.2.2 The Contact Fee is a non-refundable fee and is chargeable irrespective of results or the appropriateness of the Users contacted. TalentPool accepts no liability in the event that Users are discovered to be inappropriate, fraudulent or in any way unsatisfactory. The Contact Fee applies simply for the right of an Employer to send a message to Users, regardless of what happens once that message has been sent.

5.3 Success Fee Payment Option

- 5.3.1 The total due under the Success Fee Payment Option is calculated as the sum of the Campaign Fee and the Success Fee. A fixed fee payment is made up-front, before any Users may be contacted via TalentPool.com. The Campaign Fee is non-refundable, however the Success Fee is 100% refundable, in the event of a non-result (as detailed below)
- 5.3.2 The Success Fee is paid up front before the launch of a Campaign. If however, after a period of two weeks, and before the lapse of 4 months, the Employer is able to confirm to TalentPool through a Non-Success Notification that no individual (User), contacted via TalentPool.com, has been or will be hired into a paid role by the Employer, then the Success Fee will be refundable to that Employer in full. TalentPool will tend to take any Non-Success Notifications at face value but reserves the right unconditionally to conduct investigations into the validity of any such claim. Non-Success Notifications should be made by email by sending a message to contact@talentpool.com, detailing the Employer's name, the date of the relevant Campaign and the details of the bank account to which the refund is to be made. Refunds will be made to a client within 30 days from the Non-Success Notification, providing that information submitted in the Non-Success Notification is all correct and true.

- 5.3.3 The Employer undertakes to be entirely honest in their dealings with TalentPool and in particular with respect to the submission of a Non-Success Notification. Both the Employer and TalentPool undertake to enter into this agreement in good faith.

5.4 Payment Logistics

- 5.4.1 Payments shall be made by the Employer to TalentPool before the launch of a Campaign – and indeed the execution of a Campaign by TalentPool is contingent on the successful receipt, in full, of the fees payable to TalentPool by the Employer
- 5.4.2 All fees, unless stated otherwise, as advertised on the Site, are inclusive of VAT and any other taxes and / or duties
- 5.4.3 Unless arranged and agreed otherwise by both parties, payment to TalentPool will be made by the Employer via PayPal, to the TalentPool PayPal account, to which there will be a link at the relevant section of the Site. The specific terms and conditions as stipulated by PayPal will apply to this transaction.

1 Intellectual property rights

- 1.1 All Intellectual Property Rights in or arising out of or in connection with the provision of Services shall be owned by the Customer.
- 1.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 1.3 All Supplier Materials are the exclusive property of the Supplier.

2 Confidentiality

A party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 2 shall survive termination of the Contract.

3 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 3.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- 3.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 3.1.2 fraud or fraudulent misrepresentation;
 - 3.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 3.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 3.2 Subject to clause 3.1:
- 3.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 3.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £500.
- 3.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 3.4 This clause 3 shall survive termination of the Contract.

4 Termination

- 4.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 4.2 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause **Error! Reference source not found.** to clause **Error! Reference source not found.**, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

5 Force majeure

- 5.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 5.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 5.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

5.4 **Notices.**

- 5.4.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 5.4.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 5.4.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 5.4.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

5.5 **Severance.**

- 5.5.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 5.5.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 5.6 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 5.7 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

- 5.8 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 5.9 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

- 5.10 **Governing law.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 5.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).