

Recruiter Terms and Conditions – CGV Engineering Services Ltd.

February 2009

These Conditions are deemed accepted by the Client when the Services of CGV Engineering Services Ltd have been accessed by the Client or ordered and upon signature of the Service Agreement by the Client.

1. Definitions

1.1. In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise:-

Advertisement

Any recruitment Advertisement including Vacancy Advertising, Jobs-By-Email, Company logo and branding, Newsletter logo and branding, Vacancy Display Ad, Headline Banner, Sector Banner Corporate Profile, Hot Jobs, Hot Recruiter, Jobs-By-Email Sponsorship, Newsletter E-Shot, Newsletter Sponsorship and/or any page(s) of Client advertising together with any other form of Advertisement as shall appear on the Site from time to time);

Advertising Agency

a Client who in relation to the Services is receiving them on behalf of an End Client or is directly or indirectly providing the Services on to an End Client;

Applicant

a Candidate who applies for a vacancy advertised on the Site;

Application Manager

the facility provided by CGV Engineering Services Ltd to enable the Client to manage applications by enabling the Client to view CVs, covering letters, completed Filtering Forms, Key Questions scores and reports, grade and record notes about the Applicants, and communicate with Applicants via a messaging centre;

Application Manager Services

the provision of the Application Manager;

Candidate

a person who uses the Site for the purpose of finding employment;

Client

any person using and purchasing the Services, where a person includes but is not limited to, Direct Employers, Recruitment Agencies, Recruitment Process Outsourcing Agencies and Advertising Agencies. In the circumstance of any Recruitment, Recruitment Process Outsourcing or Advertising Agency acting on behalf of one of their own End Clients, CGV Engineering Services Ltd will charge the Agency and not the Agency's End Client;

Conditions

these Standard Terms and Conditions;

Contract

the contract for the supply of any Services by CGV Engineering Services Ltd to the Client comprising these Conditions and a Service Agreement;

Corporate Profile

a web page which contains text, graphics, data, files and links which are used to promote a corporate message;

CV

the curriculum vitae or brief outline details of a Candidate's education, training, skills and employment experience which is provided to CGV Engineering Services Ltd by a Candidate for distribution to Clients with a view to securing employment;

CV Access

a CV Service which enables the Client to search for and view CVs online using various search criteria;

CV Services

CV Access and CV Monitor;

CV Monitor

a CV Service which enables the Client to receive the latest CVs via email;

Direct Employer

a Client who in relation to the Services is receiving them for the purpose of their own recruitment needs and not on behalf of any other 3rd party End Client;

Display Advertisement

a vacancy Advertisement that uses a Semi-Display Template and inserted text. The combination is used to advertise a single vacancy and is available to Candidates via online search and where applicable via the Jobs-by-Email Service;

End Client

the person to whom the Client's Services are provided;

Fees

the fees and charges payable by the Client as specified in the Contract;

Filtering Form

a web page that is available and uses a template containing questions supplied by the Client, which is attached to a Lineage Advertisement, Semi-Display Advertisement or Display Advertisement, and which an Applicant is invited to complete by the Client;

Jobs-by-Email

a Service which matches and sends vacancies via email to Candidates who have subscribed to this Service;

Jobs-by-Email Sponsorship

the sponsorship of a message of up to a maximum number of words as agreed in the Service Agreement on a specific selection of the emails that form Jobs-by-Email;

Key Questions

questions included on a Filtering Form, for which the Client has specified the correct answers, generating a Key Questions score when those correct answers are selected by the Applicant during the completion of the Filtering Form;

Licence

a permit granted to the Client to utilise one or more CV Services;

Lineage Advertisement

a vacancy Advertisement which containing text only which is available via online search and once per week via the Jobs-by-Email Service;

Live Vacancy Listing

a page of the Site which lists all the currently live vacancy Advertisements of any particular Client;

Location Sponsorship

a service whereby a location jobs search for a specific location on the Site will generate a display of the Client's banner Advertisement and/or button Advertisement;

Logo Button

a button with the Client's name and/or logo on it;

Look Who's Looking

a service that enables Clients to view which registered Candidates have viewed their vacancies;

Management Reports

a service that enables Clients to view a summary of their campaign activity on the Site.

Month

each calendar month during the Term and for these purposes, the first month begins from the Start Date and ends on the day proceeding the day numerically equivalent to the Start Date in the following calendar month. If there is no such date in the following calendar month, then the first month ends on the last day of the first month ("Month End Date"). All subsequent months will all have the same Month End Date, or the last day of that subsequent month if earlier. By way of example:

Example 1, a Contract starts on 24th February. The first month ends on 23rd March. All subsequent months start on the 24th of the month and end on the 23rd of the next month.

Example 2, a Contract starts on 1st July. The first month ends on 31st July. All subsequent months start on the 1st of the month and end on the last day of the month (either the 28th for February or 29th in leap years, 30th for April, June, September and November, or 31st for January, March, May, July, August, October and December).

Example 3, a Contract starts on 30th November. The first month ends on 29th December. All subsequent months start on the 30th of the month and end on the 29th of the next month. In February, the month will end on the 28th, if it is not a leap year, and the following month will start on the 1st March and end on the 29th March.

Example 4, a Contract commences on 1st February. The first month ends on 28th February, or 29th in a leap year. The next month starts on the 1st March, and all subsequent months start on the 29th of the month or the 30th, if the first month fell in a leap year, and end on the 28th of the next month, or the 29th where the first month fell in a leap year.

Jobseeker Homepage

a personalised page of the Site where a Candidate may access their own personal details, their CV, all applications made in the last 30 days and a range of other services;

Recruiter

any person working on behalf of the Advertising Agency, Direct Employer or Recruitment Agency Client and who is authorised by the Client and CGV Engineering Services Ltd to use the Services;

Recruitment Agency

an Employment Agency or Employment Business as defined by the Employment Agencies Act 1973 (and all regulations made there under);

Recruitment Process Outsourcing Agency

a Recruitment Agency who also carry out the selection and placement process on behalf of the End Client;

Sector Sponsorship

a service whereby a search within a specific sector on the Site will generate a display of the Clients banner Advertisement;

Services

The Services which CGV Engineering Services Ltd has agreed to provide to the Client, which may include Management Reports, Vacancy Manager, Look Who's Looking, Vacancy Ratings, CV Monitor, Vacancy Advertising, Jobs-By-Email, Company logo and branding, Newsletter logo and branding, Vacancy Display Ad, Headline Banner, Sector Banner Corporate Profile, Hot Jobs, Hot Recruiter, Jobs-By-Email Sponsorship, Newsletter E-Shot, Newsletter Sponsorship and/or any page(s) of Client advertising together with any other form of Advertisement as shall appear on the Site from time to time);

Service Agreement

the Service Agreement entered into between the Client and CGV Engineering Services Ltd;

Start Date

the start date for the provision of the Services as referred to and identified in the Service Agreement for those Services;

Term

the term of the Contract as specified in the Service Agreement;

Vacancy Manager

A service that enables Clients to add, edit, renew and delete vacancies;

Vacancy Posting Software

any piece of recruitment related software used to submit vacancy Advertisements to the Site using an email template sent to an email address notified by CGV Engineering Services Ltd;

Vacancy Ratings

A service which enables users to provide feedback to Clients regarding a vacancy advertisement;

Visitor

a person who visits a specific page of the Site within a specific time period.

2. Services Generally

2.1. The Client agrees to provide CGV Engineering Services Ltd, in such a format as CGV Engineering Services Ltd may request, any information, design work, artwork and logos necessary to enable CGV Engineering Services Ltd to provide those Services.

2.2 CGV Engineering Services Ltd shall not be obliged to provide those Services until the Client has supplied it with the information, design work, artwork and logos necessary to provide those Services. Such information shall be supplied within 5 days of the date of the signed Service Agreement, or such later date as agreed by CGV Engineering Services Ltd.

2.3 Advertisements will become live on the Site only when the Client has approved the design work, set-up, artwork and logos. If a Client has been authorised to approve any design work, artwork or logos on behalf of the End Client, then the Client must provide proof of this in writing to CGV Engineering Services Ltd on request.

2.4 CGV Engineering Services Ltd shall make such modifications to any Advertisement as are reasonably requested by the Client provided that CGV Engineering Services Ltd reserves the right to charge at the rate of 75 Pounds Sterling per hour for the time involved in connection with such modifications.

2.5 Once a Contract is agreed electronically by the Client, the Contract remains in force for the full duration of the Term and may not be cancelled by the Client. If the Contract is a rolling

contract the Client must give 30 days notice of cancellation in writing to the Sales Director by recorded delivery. Cancellation of rolling contracts is only permitted after the first contracted month end.

2.6 The Client may remove an Advertisement from the Site before the Advertisement has reached its expiry date, but shall not be entitled to a refund for the time not used. The Client may extend the term of an Advertisement provided they have purchased a sufficient quota of the relevant Service.

2.7 If any quota of Services which are to be used with any period of time specified in the Service Agreement are not used within that period of time, then in each case the Client shall still be responsible for the full payment of the invoiced amount as if the Services had been properly and fully provided (and for the avoidance of doubt CGV Engineering Services Ltd shall not be liable for providing any unused Services and such Services may not be carried over to any subsequent period.)

2.8 CGV Engineering Services Ltd reserves the absolute right, without giving any reasons, to decline, cancel or remove any Advertisement or provision of Services for any reason and at any time without prior notice.

2.9 An Advertisement or Service which indicates, or can reasonably be understood as indicating, an intention to discriminate on grounds of sex, race or age will not be accepted unless it is exempted from the requirements of the Sex Discrimination Act or the Race Relations Act or the Age Discrimination Act. A statement must be made at the time the Advertisement is placed or Service used saying which of the exemptions in the Act(s) is considered to apply.

2.10 CGV Engineering Services Ltd will use its reasonable endeavours to publish the Advertisement or provide the Services on the agreed date. CGV Engineering Services Ltd does not accept liability for any consequences, howsoever arising, due to error or delay in provision of the Services and has the right at its sole discretion to decline to publish or omit, suspend or change the position of any Advertisement accepted by it.

2.11 Links to a Client's or End Client's website will not be permitted to appear in any Advertisement placed, with the exception of Corporate Profiles, or Service used by the Client without CGV Engineering Services Ltd prior consent.

2.12 CGV Engineering Services Ltd may at its discretion and without prior notice, report any Advertisement or Service used which in its reasonable opinion is being used for an improper or illegal purpose by a Client to the relevant authorities including, without limitation, the Department of Employment and Learning, the Office of the Information Commissioner and the Recruitment and Employment Confederation. CGV Engineering Services Ltd may also disclose information about any Client to any third party, as CGV Engineering Services Ltd shall deem necessary to protect its interests or the interests of Clients, Recruiters, Candidates, Applicants and/or other users of the Site.

2.13 CGV Engineering Services Ltd shall be entitled at anytime without notifying the Client to make changes to the Services, which are necessary to comply with any applicable security or other statutory requirements and shall determine the manner in which the Services are provided.

2.14 CGV Engineering Services Ltd will only make available or supply copies of the CVs that have been received by it for distribution to Clients of CGV Engineering Services Ltd solely for the purpose of securing suitable employment for the Candidates.

2.15 The Client is responsible for the use of the login and password used to access CGV Engineering Services Ltd services. The login and password details must be kept confidential and must not be shared with, or used by, any third party without prior written permission from the Client's CGV Engineering Services Ltd Account Manager. It is the responsibility of the Client to change their password at regular intervals. The Client is responsible for the use of consultant (employee) accounts and must immediately disable the account of any consultant (employee) if their employment with the Client ends.

3. Lineage Advertisements and Display Advertisements

If the Services include Lineage Advertisements or Display Advertisements, the provisions of this clause 3 shall apply thereto.

3.1 All Lineage Advertisements and Display Advertisements are to be entered online by the Client, sent in the CGV Engineering Services Ltd email template to a CGV Engineering Services Ltd email address or sent in a specific CGV Engineering Services Ltd file format to a CGV Engineering Services Ltd file directory notified by CGV Engineering Services Ltd to the Client.

3.2 Each unique Lineage Advertisement and Display Advertisement will be sent out once to all relevant Candidates six times per week via the Jobs-by-Email Service.

3.3 Lineage Advertisements and -Display Advertisements will remain live on the Site and available for searching via the internet for the period stated in the Service Agreement.

3.4 Any Lineage Advertisement or Display Advertisement placed on the Site may be expired and removed by the Client. The Client will be charged for the duration for which the Lineage Advertisement or Display Advertisement was originally placed.

3.5 CGV Engineering Services Ltd will use reasonable endeavours to procure that Lineage Advertisements and Display Advertisements will become live on the Site within 1 hour of submission to the Site.

3.6 Lineage Advertisements and Display Advertisements may link only to a Client's Corporate Profile or Live Vacancy Listing or contact details but may not contain a link, or references, to the Client's website.

3.7 A Lineage Advertisement or Semi-Display Advertisement shall contain the details of, accurately describe and pertain to no more than a single vacancy.

3.8 Display Advertisements will be ranked higher in the results of a Candidate's search on the Site than identical Lineage Advertisements.

3.9 CGV Engineering Services Ltd may edit, remove or refuse to publish any Lineage Advertisement or Display Advertisement:

3.10.1 Containing unnecessarily repeated words or phrases which cause a false positioning in the search results seen by a Candidate;

3.10.2 Advertising products, services, businesses or websites, including, but not limited to, franchises, pyramid selling, network marketing, multi-level marketing and 'get rich quick' schemes.

3.11 Where the Client chooses to use Vacancy Posting Software to submit a Lineage Advertisement or Display Advertisement to the Site, the Client accepts that any malfunction of, or change to, the Vacancy Posting Software or its incompatibility with CGV Job's systems causing incorrect, missing or multiple submissions to the Site is entirely the responsibility of the Client and the Client agrees that any quota of Services used and Fees incurred will be payable in full.

4. Corporate Profiles and Logo Buttons

If the Services include Corporate Profiles, the provisions of this clause 4 shall apply thereto.

4.1 **Corporate Profiles** shall be provided in the form supplied by the Client to CGV Engineering Services Ltd provided that they comply with the provisions of this Contract. Subject to clause 2.4, CGV Engineering Services Ltd shall make such modifications to any Corporate Profiles as are reasonably requested by the Client.

4.2 In relation to Corporate Profiles:

4.2.1 Corporate Profiles will remain live on the Site for the duration in the Service Agreement, as requested by the Client.

4.2.2 Corporate Profiles may contain one link to the Client's website and a link to the Client's Live Vacancy Listing.

4.2.3 Corporate Brochures may contain up to a maximum of number characters of text, per page, as stated in the Service Agreement.

4.2.4 A Logo Button will be located on the home page of the Site and the Jobseeker home page periodically, and these Logo Buttons will link to each Client's primary Corporate Brochure.

4.3 In relation to Logo Buttons:

4.3.1 Logo Buttons will not exceed three thousand bytes in graphic size and will be static.

4.3.2 Logo Buttons will be displayed on a rotational basis and no guarantee is made by CGV Engineering Services Ltd of the number of times on which they will be displayed and the Client accepts that no obligations are imposed on CGV Engineering Services Ltd in this regard whatsoever.

5. Headline Banners and Sector Banners

If the Services include Headline Banners and Sector Banners, the provisions of this clause 5 shall apply thereto.

5.1 **Headline Banners and Sector Banners** may link to either a Corporate Brochure or a Live Vacancy Listing or a vacancy Advertisement.

5.2 **Headline Banners** must not exceed twelve thousand bytes in size and their dimensions must measure 468 x 60 pixels. Sectors Banners must not exceed twelve thousand bytes in size and their dimensions must measure 630 x 30 pixels.

5.3 **Headline Banners and Sectors Banners** designed by will be static banners. Animated banners may be used if they are supplied complete to by the Client at the Client's own expense and conform with the parameters set out by. CGV Engineering Services Ltd will accept banners produced in Flash graphics however the Client should be aware CGV Engineering Services Ltd is unable to track the number of times users click on Flash banners.

5.4 **Headline Banners and Sectors Banners** are live on the Site for the duration stated in the Service Agreement, as requested by the Client.

5.5 **Headline Banners and Sectors Banners** will be displayed on a rotational basis and no guarantee is made by CGV Engineering Services Ltd of the number of times on which they will be displayed and the Client accepts that no obligations are imposed on CGV Engineering Services Ltd in this regard whatsoever.

6. Jobs-by-Email, E-Shot and Newsletter Sponsorship

If the Services include Jobs-by-Email, E-Shot and Newsletter Sponsorship, the provisions of this clause 6 shall apply thereto.

6.1 Jobs-by-Email, E-Shot and Newsletter Sponsorship is on specific dates or says of the week as stated in the Service Agreement as agreed between CGV Engineering Services Ltd and the Client.

6.2 The sponsored message may contain a link only to a Client's Corporate Profile or Live Vacancy Listing or any individual vacancy Advertisement.

6.3 The Client accepts that CGV Engineering Services Ltd cannot guarantee the number of recipients of the Jobs-by-Email Sponsorship and that no obligations are imposed on CGV Engineering Services Ltd in this regard.

7. CV Services

If the Services include CV Services, the provisions of this clause shall apply thereto.

7.1 The Services are subject to any instructions from a Candidate that his or her details should or should not be made available to the Client. In the event that CGV Engineering Services Ltd has reason to believe or suspect that its CV Services are being abused by the Client, including but without limitation to the breach of this Clause, CGV Engineering Services Ltd reserves the right to immediately suspend or terminate the Contract.

7.2 The CV Monitor service will (under normal circumstances) be delivered to the Client by email on a once per day basis and such email will include all CVs identified by the search strings selected by the Client pursuant to clause 7.3.

7.3 The CV Monitor service will allow the Client to select, at any one time, up to the number of search strings specified in the License, with each search string allocated to an email address, to which the CVs will be sent to.

7.4 The CV Access service will (under normal circumstances) be available to the Client at all times and will allow up to the number of Client's Recruiters specified in the License, access to all CVs on the Site. Where multiple CV Access service lines are specified on the Service Agreement, the License with the higher number of users applies and supersedes the lower number of users.

7.5 CGV Engineering Services Ltd cannot guarantee the minimum number of new CVs available on any CV Service on any given day.

7.6 CGV Engineering Services Ltd will (under normal circumstances) ensure that CVs are made available to the Client via CV Monitor within one working day of receipt of the CV from a Candidate, or searchable online within one hour of receipt of the CV from a Candidate via CV Monitor.

7.7 CV Monitor is available in multiples of Months, as requested by the Client.

7.8 In relation to the CV Services the Client shall ensure that no automatic extraction software (to include software tools commonly known as robots and spiders) or any other means, are engaged or deployed, either on a temporary or a permanent basis, or unless specifically requested by the Client and approved in writing by a director CGV Engineering Services Ltd, to facilitate the downloading or capturing of volume quantities of CVs from the CGV Engineering Services Ltd database irrespective as to which CV Service has been purchased from CGV Engineering Services Ltd. In the event that CGV Engineering Services Ltd has reason to believe or suspect that its CV Services are being abused by the Client, including but without limitation to the breach of this Clause, CGV Engineering Services Ltd reserves the right to immediately suspend or terminate the Contract. Please note CGV Engineering Services Ltd monitors CV downloads and any Client found to download CVs at a speed or volume exceeding fair or reasonable use of

the CV Services for normal business purposes will have use of the service suspended, subject to review, which may lead to the termination of the Contract.

8. Filtering Forms

If the Services include the completion of Filtering Forms by or on behalf of the Client then the provisions of this clause 11 shall apply thereto:

8.1 The Client shall ensure that the Filtering Forms completed by it or on its behalf:

8.1.1. are not discriminatory offensive, illegal, obscene or indecent, or capable of being resolved into obscene or indecent images or material;

8.1.2. are not defamatory, threatening or racially, ethnically or otherwise objectionable;

8.1.3 Are not designed or likely to cause annoyance, inconvenience, unwanted attention or needless anxiety to any other person;

8.1.4 Do not infringe the rights (including, without limitation, the intellectual property rights) of another person.

8.2. Filtering Forms are live on the site in multiples of Months, as requested by the Client.

9. Obligations of CGV Engineering Services Ltd

9.1 CGV Engineering Services Ltd will use its reasonable endeavours to enable Applicants the facility of viewing the Clients' Advertisements on the Site and to provide the Services to the Client. However, the Client accepts that CGV Engineering Services Ltd cannot guarantee the number of occasions on which any individual Advertisement appears on the Site and that no obligations are imposed on in this regard.

10. Obligations of the Client

10.1. The Client hereby undertakes and warrants to CGV Engineering Services Ltd:

10.1.1. to use all reasonable precautions against access of the Site (or any website that is, or may become linked to any website) by any unauthorised persons, including but not limited to, the use of user names and passwords and the securing of information relating to communications between the Client's hardware and the rest of the Site;

10.1.2. to comply with the provisions of the Data Protection Act 1998 or relevant legislation with regard to any Applicant information received by it and in particular to keep such information confidential.

10.1.3. in relation to any Advertisement the Client is a principal notwithstanding that the Client may be acting directly or indirectly for a third party;

10.1.4. the reproduction and/or publication of the Advertisement by CGV Engineering Services Ltd as originally submitted or as amended will not breach any agreement or infringe or violate any right of any person or render CGV Engineering Services Ltd liable to any proceedings whatsoever and the Client indemnifies CGV Engineering Services Ltd against all costs, claims, damages, loss, expenses and liabilities suffered or incurred by CGV Engineering Services Ltd as a result of this undertaking and warranty being incorrect;

10.1.5. Any information supplied by the Client in connection with the provision of the Services is accurate, complete and true;

10.1.6. in respect of any Advertisement which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Client has obtained the authority of such living person to make use of such name, representation and/or copy;

10.1.7. each Advertisement is legal, decent, honest and truthful and complies with all applicable laws, rules, regulations and codes relating to advertising as may be appropriate;

10.1.8. No Advertisement contains any data, image or other material which;

(a) is offensive, obscene or indecent, or capable of being resolved into obscene or indecent images or material;

(b) is defamatory, threatening or racially, ethnically or otherwise objectionable;

(c) Is designed or likely to cause annoyance, inconvenience, unwanted attention or needless anxiety to any other person;

(d) Infringes the rights (including, without limitation, the intellectual property rights) of another person;

(e) is designed or likely to cause disruption to any computer system or to any network;

(f) is illegal or designed or likely to induce an illegal act.

10.2. The Client is responsible for ensuring that the content of any Advertisement and the use of the Services are not discriminatory, obscene, defamatory, or in any other way illegal or in breach of any legislation. The Client also agrees to comply with all relevant industry Codes of Practice.

10.3. The Client acknowledges that it is not vested with any proprietary rights in respect of the Site, or any CV or other information submitted by any Applicant.

10.4. The Client shall indemnify CGV Engineering Services Ltd against all claims made by the third parties in respect of the misuse of the data supplied to the Client.

10.5. The Client shall obtain from the Applicant, as much information about the Applicant's qualifications and experience, as is necessary for determining whether the Applicant is suitable for employment, and shall ascertain that the Applicant has such qualifications as are required by law.

10.6. The Client shall ensure that the Applicant is fully aware of any conditions imposed by law, which must be satisfied by the Applicant and that any employment resulting therefrom shall be legal.

10.7. The Client agrees not to employ, or make arrangements to employ, a young person (being a person under the age of 18) who is attending, or has ceased to attend school, unless the Client has made all such enquiries as are reasonably practicable for the purposes of ascertaining that the young person has received vocational advice.

10.8. The Client will obtain at least two character references from suitable persons, not being relatives of the Applicant but being resident or based in the vicinity of the normal place of residence of the Applicant, in respect of any Applicant applying for a job in the United Kingdom where the Applicant is resident outside the United Kingdom, and in any event not offer employment to an Applicant where the rate of repayment of any advance of fare is 1/8th or more of the Applicant's basic weekly pay or the total amount to be repaid is more than three weeks' pay in the job.

10.9. The Client shall ensure that the Applicant, before departing for the employment, receives a written statement in a language they understand giving full details of their employment.

10.10. The Client agrees to keep a written record of all job applications, for a period of not less than one year from the date of employment or, where no employment results, from the date the job application is rejected.

10.11. The Client shall:

10.11.1. use all CVs supplied for the sole purpose of endeavoring to provide or locate suitable employment on behalf of Candidates;

10.11.2. ensure that it is notified as a data controller to the Office of the Information Commissioner under the Data Protection Act 1998 to the extent that it applies and complies with its obligations under that Act;

10.11.3. Keep confidential the CVs and all other information supplied by CGV Engineering Services Ltd or Candidates to the Client or its employees or agents and shall only use such information for such agreed purpose if endeavoring to seek or provide employment opportunities for Candidates with their express consent in respect of the CVs;

10.11.4. obtain the express consent of a Candidate prior to submitting his or her CV to any person;

10.11.5. not submit, copy, supply, re-sell, distribute or make available in any way any CVs or other information received from CGV Engineering Services Ltd to any person provided that where the Client is a Recruitment Agency it may make CV's available to its genuine End Clients who intend to recruit such Candidates for their own employment:

10.12. The Client:

10.12.1. acknowledges that the Client and CGV Engineering Services Ltd may agree that CGV Engineering Services Ltd can accept instructions in relation to the Services (without having to refer to the Client) from any of the following persons;

(a) any person agreed between CGV Engineering Services Ltd and the Client to be a Recruiter; and

(b) any person to whom the Client or any Recruiter provides passwords to or is set up to make use of the Services by using facilities offered by CGV Engineering Services Ltd for such purposes.

10.12.2. authorises CGV Engineering Services Ltd to accept instructions in relation to the Services (without having to refer to the Client) from any Recruiter and any person using such passwords.

11. Rates

11.1. The rates shall be those rates as agreed between CGV Engineering Services Ltd and the Client in the Service Agreement.

11.2. By accessing the site without a pre-authorized rate, discount or agreement the Client agrees to our standard rates for the products used.

12. Payment

12.1 Payment for Services will be made according to the payment terms specified in the Service Agreement.

12.2 If the Client fails to make any payment by the due time then all moneys owing by the Client to CGV Engineering Services Ltd shall immediately become due and payable and the provisions of clause 12.4(b) shall forthwith apply to such moneys.

12.3 CGV Engineering Services Ltd will provide invoices to each Client in accordance to the terms in the Service Agreement. Liability for payment arises from provision of the Services. Further, all items on the invoice are deemed to be payable and any errors or omissions must be communicated to CGV Engineering Services Ltd in time to be rectified before payment becomes due. Payment for the provision of the Services shall be made as aforesaid whether or not the Client shall have provided CGV Engineering Services Ltd with an order number at the time of signing the Service Agreement.

12.4 The Client agrees to pay to CGV Engineering Services Ltd in respect of each item of Services for which payment is not made by the due time:

- (a) 7% of the invoice total which is applied as a surcharge and will become payable should settlement fall outside our payment terms; and
- (b) interest on the amount paid late at the rate of 8% per annum above the base rate per annum of the Bank of England accruing from day to day (including the date on which payment was due) both before and after judgment or Late Payment of Commercial Debts (interest) Act 1998, whichever so applicable, in addition to any surcharges
- (c) in the event of non-payment CGV Engineering Services Ltd reserves the right to charge reasonable debt recovery costs of 10% per outstanding amount in addition to any interest, compensation or surcharges due

12.5 All sums due in respect of the Fees are exclusive of any value added tax or other applicable sales tax, for which the Client shall be additionally liable.

13. Liability

13.1 CGV Engineering Services Ltd does not verify or guarantee any Applicant's details whether forwarded to the Client via CGV Engineering Services Ltd or otherwise. CGV Engineering Services Ltd accepts no responsibility as to the suitability of Applicants who respond to Advertisements or Services.

13.2 The Client shall satisfy itself as to the suitability of any Applicant and shall take up any reference provided by the Applicant before engaging any such Applicant.

13.3 The Client shall be responsible for obtaining work, or any other permits, for the arrangements of medical examinations and/or investigations into medical history of any Applicant, and shall satisfy itself of any medical or other requirements or qualifications required by law.

13.4 CGV Engineering Services Ltd does not accept liability of any description, including liability for negligence (except for personal injury or death), or any damages or losses (including, but without limitation to indirect or consequential loss, or loss of business, revenue, profits, use or opportunity) howsoever resulting from the Client's use of (or inability to use) this Site.

13.5 CGV Engineering Services Ltd makes no warranty that this Site (or any website that is, or may become linked to this website) is free from computer viruses, "cookies", or any other malicious or impairing computer programmes and/or that the Site shall operate uninterrupted and error-free.

13.6 CGV Engineering Services Ltd does not accept liability, of any description, however arising, for any loss or damage caused to any Client, or any other third party, arising from any virus or other impairing computer program contained in any CV submitted by any Applicant.

13.7 CGV Engineering Services Ltd does not accept liability for:

13.7.1 Any loss of copy, artwork, photographs, data or other materials that the Client supplies to CGV Engineering Services Ltd and the Client shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes it may require;

13.7.2 any mistakes or errors whatsoever that arise during the course of publication of any Advertisement or any loss of information or data or any damage thereto in each case as a result of circumstances beyond its reasonable control or which arise as a result of the acts or omissions of the Client.

14. Indemnity

14.1 The Client agrees to indemnify CGV Engineering Services Ltd and to keep CGV Engineering Services Ltd indemnified in respect of, but not limited to, all damages, costs or liabilities that CGV Engineering Services Ltd may incur arising from an Advertisement or use of any Service, and in particular resulting from the following:

14.1.1. The publication of any defamatory statement;

14.1.2 Breach of copyright;

14.1.3 any claims made by any person in respect of race, religion, age, sex or disability discrimination;

14.1.4 Any breach by the Client of any warranty given hereunder.

15. Disclaimer

15.1. Except as otherwise provided by statute, CGV Engineering Services Ltd disclaims all warranties, express or implied by law of statute, in relation to, but not limited to, the Site

16. Governing Law and Jurisdiction

16.1 These Terms shall be governed by, and construed in accordance with, the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of its courts.

17. Miscellaneous

17.1 The signing of a Service Agreement for provision of Services amounts to an acceptance of these Terms to the exclusion of any other terms and conditions. No variation shall be binding unless agreed in writing.

17.2 If any provision of these Terms is held to be void or unenforceable in whole or in part, these Terms shall continue to be valid as to the other provisions and the remainder of the affected provision. No waiver by CGV Engineering Services Ltd shall be effective except in relation to the matter in respect it was specifically given.

17.3 Nothing in these Terms is intended to confer on any person any right to enforce any provision of these Terms, which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. Insofar as the Client is a consumer (as that term is defined in the Consumer Protection (Distance Selling) Regulations 2000, the Client agrees that the provision of Services under these Terms may, by agreement between the Client and CGV Engineering Services Ltd, take place before the end of any applicable cancellation period, in which case the right to cancel such provision of Services shall not apply.

18. Contracting Party

THIS SCHEDULE REPLACES ALL PREVIOUS SCHEDULES TO THESE TERMS AND CONDITIONS.