



BROADBEAN TECHNOLOGY LIMITED

STANDARD TERMS AND CONDITIONS FOR RECRUITMENT AGENCIES (the "Conditions") 12th MARCH 2015

1. CONTRACT BETWEEN BROADBEAN AND CUSTOMER

- 1.1 No contract shall subsist between Broadbean and the Customer until an acknowledgment of the Order Form is issued by Broadbean in writing or (if earlier) the Customer first uses the Services.
- 1.2 The contract between Broadbean and the Customer (the "Contract") shall comprise the Order Form and these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or other document).

2. TERM

The term of the Contract shall be the period stated on the Order Form (the "Term").

3. SERVICES

- 3.1 Broadbean shall use reasonable skill and care and comply with all applicable laws in the United Kingdom in its provision of the Services but makes no representation or warranty that the Services will be accessible or free from error at all times. Furthermore, Broadbean does not warrant the continued availability of any job board, social networking website or other distribution/search channel operated by a third party.
- 3.2 Broadbean may temporarily suspend and/or alter the operation of the Services for legal or technical reasons. Broadbean shall endeavour to notify the Customer as far in advance as possible of any temporary suspension or significant alteration but the Customer acknowledges that prior notice may not always be possible.
- 3.3 The Customer shall not disclose its login password for the Services to any third party.
- 3.4 The Customer shall ensure that only its authorised personnel access the Services and that each of its authorised personnel uses a unique login password to access the Services.
- 3.5 The Customer agrees that job adverts posted via the Services must reference the Customer only and must not identify the employer or any third party (e.g. by name, brand, logo, website address, email address or otherwise). If you do wish to post adverts on behalf of clients as a branded advert you will need to set up a Broadbean AdCourier Corporate account under a separate corporate contract.
- 3.6 The Customer is responsible for ensuring that its use of the Services and the content of all job adverts posted via the Services comply with all applicable laws, regulations and codes of practice and will not be defamatory or infringe the copyright, trade mark or other rights of any third party.
- 3.7 The Customer is responsible for complying with the terms and conditions of any websites where its job adverts are to be posted and the payment of all charges due to the operators of such websites.
- 3.8 The Customer shall not resell the Services or license the use of the Services to any third party.
- 3.9 The Customer shall not publish, disclose, reproduce or create derivative works from any information obtained pursuant to the Customer's use of the Services unless expressly agreed in writing by Broadbean.
- 3.10 The Customer shall not copy, make modifications to, reverse engineer or decompile the software supporting the Services, except to the extent permitted by law.

4. FEES

- 4.1 Fees are as stated on the Order Form and are exclusive of VAT which shall be paid by the Customer in addition at the rate and in the manner prescribed by law.
- 4.2 The Customer shall pay all invoices monthly by direct debit.
- 4.3 If the Customer fails to pay any amount due to Broadbean by the due date for payment then:

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4.3.1 Broadbean reserves the right to charge interest at the rate of 4% per annum above Barclays Bank plc's base lending rate in force from time to time or such higher rate as may be permitted by law from the due date until settlement or discharge of the debt; and

4.3.2 without prejudice to any other right or remedy available to Broadbean, Broadbean shall be entitled to suspend the Services until payment in full has been made.

5. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that Broadbean is the owner or licensee of all intellectual property rights in the Services and that the Customer has no rights in, or to, such intellectual property other than the right to use the Services in accordance with these Conditions.

6. DATA PROTECTION

The parties shall comply with the Data Protection Act 1998 and, in particular, shall take all appropriate technical, organisational and security measures to prevent unauthorised access, loss and use of personal data.

7. CONFIDENTIALITY

Broadbean and the Customer agree to keep the terms of the Contract and all information that is obtained about the business, finances, technology and affairs of the other strictly confidential. This clause shall not apply to information which has come into the public domain other than by breach of this clause or is required to be disclosed by law.

8. LIMITATION OF LIABILITY

8.1 This clause sets out the entire financial liability of Broadbean to the Customer in respect of:

8.1.1 any breach of the Contract;

8.1.2 any use made by the Customer of the Services; and

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law in relation to the Services are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in the Contract shall exclude or limit liability for death or personal injury resulting from the negligence of Broadbean or for fraud or for any other liability that cannot be excluded or limited by law.

8.4 Broadbean shall not be liable to the Customer under or in connection with the Contract for any loss of business, contracts, profits, anticipated savings, data, damage to hardware and software, or for any indirect, special or consequential loss.

8.5 Subject to clause 8.3, the total liability of Broadbean to the Customer in respect of any loss or damage under or in connection with the Contract shall not exceed the aggregate amount of Fees paid by the Customer in the twelve months immediately preceding the incurring of such loss or damage.

9. TERMINATION

9.1 Either party may terminate the Contract:

9.1.1 immediately upon written notice to the other party if the other party commits any material or persistent breach of any of the provisions of the Contract and, in the case of a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; or

9.1.2 immediately upon written notice to the other party if the other party shall cease to carry on its business or shall have a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or shall pass a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all the liabilities of it) or a court of competent jurisdiction shall make an administration order or liquidation order or similar order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due.

9.2 Upon termination of the Contract:

9.2.1 the Customer shall immediately cease using the Services and permanently delete all login passwords for the Services; and

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- 9.2.2 the Customer shall immediately pay to Broadbean any outstanding sums due to Broadbean pursuant to the Contract.
- 9.3 Termination of the Contract shall not affect the accrued rights or liabilities of the parties under the Contract nor any provision of the Contract which is expressed or required to survive or operate in such event.
- 9.4 Your access to the service will be terminated at the end of your contract unless a signed renewal contract is in place. We will contact you about renewing your contract in advance of the renewal date. If agreement of a renewal has not been reached by the renewal date Broadbean has sole discretion regarding your continued access to the service. In the event that an agreement is not reached to renew your contract, Broadbean has the right to charge for any usage of the system during the period commencing with the renewal date of your contract and ending on the date of negotiations regarding a renewal cease. The rate charged in such circumstances will be pro-rata to the rate paid in the most recently expired contract.

10. FORCE MAJEURE

Neither party shall be liable for any delay or non-performance under the Contract caused by any event beyond its reasonable control (a "Force Majeure Event") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under the Contract. If the Force Majeure Event continues for more than one month, the party not subject to the Force Majeure Event may terminate the Contract by notice in writing to the other party.

11. NOTICES

- 11.1 Any notice required to be given under the Contract shall be in writing and shall only be deemed to have been duly served if hand delivered or sent by facsimile (with hard copy to be forwarded by first class mail or if overseas by airmail) or by first class recorded delivery within the United Kingdom and outside the United Kingdom by registered airmail and to the address of the party set out in the Order Form or such other address as may be notified by that party pursuant to this clause.
- 11.2 Any notice pursuant to Clause 11.1 shall be deemed to have been served:
- 11.2.1 if hand delivered, at the time of delivery;
 - 11.2.2 if sent by facsimile, on production by the transmitting machine of a report indicating successful transmission;
 - 11.2.3 if sent by post, two days after posting; and
 - 11.2.4 if sent by airmail, seven days after posting.

12. GENERAL

- 12.1 The Contract contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, written or oral, between the parties in relation to such matters. No amendment, variation or modification of the Contract shall be deemed valid unless it is in writing and signed by the parties.
- 12.2 The Customer shall not assign, transfer or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.3 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 12.4 Nothing in the Contract shall be construed as creating a partnership, joint venture or agency of any kind between the parties.
- 12.5 No failure or delay by either party in exercising any of that party's rights or remedies under the Contract shall operate as a waiver of those rights or remedies. No right or remedy of either party under the Contract shall be deemed to be waived unless the waiver is in writing and signed by both parties. No waiver of any breach of the Contract is a waiver of any subsequent or other breach.
- 12.6 If any provision of the Contract shall be held to be illegal, void, invalid or unenforceable the legality, validity and enforceability of the remainder of the Contract shall not be affected.
- 12.7 In the event of a conflict between the Order Form and the Conditions, the parties agree that the Order Form shall prevail.
- 12.8 The Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to settle any dispute concerning the Contract.

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