



# U-select



## 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

<b>“The service”</b>	means the use of U-select
<b>“Client”</b>	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act
<b>“Supplier”</b>	means Edge Recruits Ltd, Discovery House, Steamer Quay Rd, Totnes, Devon, TQ9 5AL
<b>“Respondent”</b>	means the person responding to a job placed on a job board by the Supplier on behalf of the Client

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1. These Terms constitute the contract between Edge Recruits Ltd and the Client and are deemed to be accepted by the Client when the client submits a vacancy to the supplier for posting on a job board.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Supplier, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Supplier and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

## 3. NOTIFICATION AND FEES

3.1. The Client agrees to pay the Supplier's fee within 30 days of the date of invoice

3.2. The Supplier reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 6% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3. The fee payable to the Supplier by the Client for the posting of vacancies on the job boards used by the Supplier and for the forwarding of Respondents to the Client thereafter, is incurred at the time the vacancy is given to the Supplier (“the invoice date”).

For the avoidance of doubt the fee payable by the Client is for the use of the Supplier's job board contracts and the work involved in posting vacancies on said job boards and the associated administration. The Supplier is not acting as an Employment Agency as defined by the Employment Agencies Act 1973 and is not involved in or engaging in the selection of candidates for the Client. The Supplier will not be liable to rebate the fee paid in the event that no suitable candidate is either attracted or identified by the Client through the use of

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this Service. The service does not work on a 'success only' fee basis and differs fundamentally from the services typically provided by Employment Agencies in this key respect.

#### 4. SUITABILITY AND REFERENCES

It is the client's responsibility to assess the suitability of respondents to job adverts placed on job boards by the supplier and on behalf of the Client. References are not taken up by the Supplier – these are again the responsibility of the Client. The supplier will not be liable for any recruitment decisions made by the Client. It is the Client's responsibility to comply with all employment related legislation when selecting candidates for their vacancies including checking the candidate's legal entitlement to work in the UK.

#### 5. SPECIAL SITUATIONS

Where respondents are required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, it is the Client's responsibility to establish the veracity of their claims and check any relevant documents/qualifications/authentications etc, including CRB checks where appropriate.

#### 6. LIABILITY

The Supplier shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the use of the Service. For avoidance of doubt, the Supplier does not exclude liability for death or personal injury arising from its own negligence.

#### 7. LAW

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

**I accept these Terms of Business and am authorised to sign them on behalf of:**

**Name of organisation:** .....

**Name of signatory:** .....

**Signature:** .....

**Date:** .....

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