

Terms & Conditions

These terms and conditions apply to Eteach UK Limited, or Eteach UK Limited trading as FEjobs, SchoolRecruiter or CoverStaff.

BETWEEN:

- (1) Eteach UK Limited ("Eteach") registered in England with company number 03841479, whose registered office is located at 1 Arlington Square, Bracknell, RG12 1WA; and
- (2) either an Advertising Agency, Recruitment Agency or Education Provider (as applicable) licenced to use Eteach Services by Eteach (hereinafter referred to as "the Client" or "you"), each a "party" and together the "parties".

If you wish to use Eteach Services, you must agree to the terms and conditions (the "Terms") below which are deemed to be accepted by you when logging in to the Website or other site(s) that utilise Eteach servers for the purpose of providing the Services.

Eteach may trade as FEjobs, School Recruiter or CoverStaff from time to time and these terms shall apply to Eteach when trading as the above.

IT IS HEREBY AGREED THAT:

1. DEFINITIONS

In this Agreement (defined below), the following terms shall mean:

- 1.1 "Administrator"** means such person as the Client authorises to liaise with Eteach, to post information to the Website.
- 1.2 "Advertising Agency"** means a company who advertises Vacancies on the Website on behalf of a third-party.
- 1.3 "Advertising Services"** means services selected by the Client and indicated in the Sales Order, which provide a mechanism whereby the Client may manage their Vacancies and Candidates.
- 1.4 "Agreement"** means these Terms and any Sales Order, including any schedule or annexure to them and any document referred to in them.
- 1.5 "Applicant"** means a Candidate who has applied for a position either electronically via the Website, or by other means, having seen the Vacancy on the Website. "Applicants" shall be construed accordingly.
- 1.6 "Candidate"** is an individual that is registered in the Eteach database. "Candidates" shall be construed accordingly.
- 1.7 "Client Default"** has the meaning set out in clause 6.4.
- 1.8 "Client's Section of the Website"** means the section(s) of the Website containing the information relating to the Client's Vacancies, advertisements, recruitment and services.

1.9 "Commencement Date" means the date when the Services are available to the Client as indicated on the Sales Order.

1.10 "Controller, processor, data subject, personal data, processing and appropriate technical and organisational measures" is as set out in the Data Protection Legislation in force at the time.

1.11 "Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

1.12 "Data Protection Legislation" means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that law of the European Union has legal effect in the UK).

1.13 "Education Provider" means local education authorities, schools, colleges, academies, multi academy trusts and other providers of education.

1.14 "Eteach's Privacy Policy" means Eteach's privacy policy published on the Website, as amended from time to time.

1.15 "Expiry Date" means the date when the Services shall end as indicated on the Sales Order, or where the Agreement has been renewed for a further Renewal Period, the date which falls one year from the Renewal Date.

1.16 "Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in design, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.17 "Material" means text, graphics, images, sound, video or any combination thereof.

1.18 "Permanent Vacancy" means a vacancy not restricted by a fixed or short-term contract where the successful Candidate will be employed by the end user of the Advertising Services.

1.19 "Recruitment Agency" means an employment agency or employment business (as defined in the Employment Agencies Act 1973) as amended from time to time.

1.20 "Renewal Date" means the day after the Expiry Date.

1.21 "Renewal Period" means the period of one year from the Renewal Date, or such other period as agreed between the parties.

1.22 "Sales Order" means the written order for Services, stating the agreed Service Fee, the Commencement Date, the Expiry Date, the Contract Term (where applicable) and the Services the Client is authorised to use that has been either duly signed and agreed by both parties or has been accepted in writing by the Client and Eteach.

1.23 "Services" means the Advertising Services and/or Talent Pool Services selected by the Client and indicated in the Sales Order.

1.24 "Service Fee" means the subscription fee for the Services payable by the Client as set out in the Sales Order.

1.25 "Service Period" means the period from the Commencement Date to the Expiry Date, or such further Renewal Period.

1.26 "Talent Pool Services" means the services selected by the Client and indicated in the Sales Order, which provide a mechanism whereby the Client is provided with restricted access to Candidates for the purposes of filling Vacancies exclusively in the Client's organisation.

1.27 "Temporary Vacancies" means a known or stated fixed or short-term Vacancy where the Candidate will be paid and employed by the end user of the Advertising Services.

1.28 "Vacancy" means a current employment position within the Client and "Vacancies" shall be construed accordingly.

1.29 "Website" means any website owned or operated by Eteach, including but not limited to www.eteach.com, fejobs.com, www.schoolrecruiter.co.uk and any sub-directories and/or sub-domains thereof.

1.30 "Group Client" means:

- (a) a Multi Academy Trust (being a charitable company that operates two or more academies under Articles of Association approved by the Secretary of State for Education); or
- (b) a local education authority or other organisation operating multiple schools or Education Providers; or
- (c) any group of two or more Education Providers under common Control or management.

1.31 "Contract Term" means the total period of the Agreement as specified in the Sales Order, which may comprise a single Service Period or, where the parties have agreed a Multi-Year Contract, multiple consecutive Service Periods.

1.32 "Early Termination" means any termination of this Agreement by the Client prior to the end of the Contract Term, other than termination pursuant to clause 13.1.

1.33 "Early Termination Fee" means the fee payable by the Client upon Early Termination, calculated in accordance with clause 13.10.

1.34 "Multi-Year Contract" means an Agreement where the Contract Term is for a period of two or more years, as specified in the Sales Order.

1.35 "Remaining Contract Value" means the total Service Fees that would have been payable for all remaining complete and partial Service Periods from the date of Early Termination until the end of the Contract Term, calculated at the Service Fee rates then in effect.

1.36 "Integrated Services" means any services, features, or functionality provided by a Third Party Provider that are accessible to the Client through the Website or as part of the Services, including but not limited to pre-employment checking services, background verification services, right to work checking services, and identity verification services.

1.37 "Third Party Provider" means any individual or business whose services, software, content, or data are integrated with, accessed through, or form part of the Services, excluding Candidates and Applicants.

1.38 "Third Party Terms" means any terms and conditions, privacy policies, acceptable use policies, or other contractual terms that govern the use of Integrated Services, as may be notified to the Client from time to time.

2. INTERPRETATION

2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2.2 Any words following the terms including, include, in particular, for example, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.3 A reference to writing or written includes fax and email.

3. THE AGREEMENT

3.1 In consideration of the Client complying with the provisions of this Agreement and paying the Service Fee, Eteach agrees to provide the Services to the Client in accordance with this Agreement.

3.2 The term of this Agreement shall commence on the Commencement Date and shall continue for the Contract Term (unless terminated in accordance with the provisions of this Agreement). Where the parties have agreed a Multi-Year Contract, the Contract Term shall be as specified in the Sales Order.

3.3 Eteach reserves the right not to offer or renew the Services to the Client beyond the term of this Agreement, and will provide the Client with written notice of any such decision at least 30 calendar days before the Expiry Date, or in the case of a Group Client, at least 90 calendar days before the Expiry Date.

3.4 Where the parties have entered into a Multi-Year Contract, the Client acknowledges and agrees that:

3.4.1 the Contract Term represents a binding commitment by the Client for the full duration specified in the Sales Order;

3.4.2 the Service Fee has been calculated on the basis of the Client's commitment for the full Contract Term and would have been materially higher had the Client committed to a shorter period;

3.4.3 Eteach has made and will continue to make investments in infrastructure, personnel, and service development in reliance on the Client's commitment for the full Contract Term;

3.4.4 the provisions of clause 13.10 (Early Termination Fee) represent a genuine estimate of Eteach's loss in the event of Early Termination and are not a penalty.

4. ETEACH WARRANTIES

4.1 Eteach warrants that:

4.1.1 it shall perform its duties hereunder in a timely and professional manner;

4.1.2 that the Services will be provided using reasonable care and skill.

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4.2 Eteach does not warrant that:

- 4.2.1** the provision of the Services will be uninterrupted or error-free; or
- 4.2.2** where it posts any Material to the Website such Material will be complete and accurate and accord with the Material submitted by the Client or the Administrator; or
- 4.2.3** any information submitted to it by Applicants and supplied to the Client is correct and accurate.

4.3 The warranty set out in Clause 4.1 is exclusive of and in lieu of all other conditions and warranties, either expressed or implied, statutory or otherwise, including without limitation those relating to satisfactory quality or fitness for purpose.

5. WEBSITE CONTENT

5.1 The Client recognises and accepts that it bears sole responsibility for checking the accuracy and content of all Material on the Client's Section of the Website and for any Material or other information provided to Eteach. For the avoidance of doubt, this clause shall apply to all Material, whether posted on the Client's Section of the Website by the Client itself, or on the Client's behalf by another person (whether Eteach or a third-party).

5.2 Eteach agrees that upon written notice from the Client of any inaccuracies in the Material it will use reasonable efforts to rectify the inaccuracies provided always that the correct information is provided to Eteach by the Client or the Administrator.

5.3 The Client warrants, represents and undertakes that:

- (a) none of the Material appearing on the Client's Section of the Website will be obscene, indecent, defamatory, illegal, illicit, infringing of third-party rights (of whatever nature and including, without limitation, any Intellectual Property Rights) or otherwise unlawful under any jurisdiction from which the Website may be accessed;
- (b) none of the Material appearing on the Client's Section of the Website will be in breach of any applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory);
- (c) in respect of a Recruitment Agency only, none of the Material appearing on the Client's Section of the Website will be in breach of the Employment Agencies Act 1973, as amended from time to time;
- (d) none of the Material appearing on the Client's Section of the Website will harm the reputation of Eteach in any way;
- (e) it either has sole ownership of all Intellectual Property Rights in Material appearing on the Client's Section of the Website and/or it has obtained and will maintain during the course of this Agreement full and effective licence(s) from all relevant third parties allowing the Client to use relevant Material and to permit its dissemination worldwide by Eteach hereunder;
- (f) it will ensure and satisfy itself as to the accuracy, integrity, validity and completeness of any data or other Material, which it provides to Eteach;
- (g) the content of an advertisement posted or submitted by the Client to be advertised on the Website is fully compliant with the Equality Act 2010 as amended from time to time.

5.4 Eteach shall retain the right at all times to amend, modify or suspend the Website (or any part thereof) from time to time including without limitation refusal to provide the Service or

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any part thereof, refusal to post any Material (where the Client requests its posting) and to suspend availability of the Client's Section of the Website, place a prominent notice on the Client's Section of the Website where an allegation of defamation or Intellectual Property Right infringement is made by a third-party or place a link on the Website to another website containing the alleged version of events and/or to remove any Material already appearing on the Client's Section of the Website which may, in the opinion of Eteach not be in compliance with any of the provisions of Clause 5.3.

5.5 Eteach's rights under Clause 5.4 above shall be without prejudice to the sole responsibility of the Client for content of Material and the Client's Section of the Website under Clause 5.1. Posting of Material by Eteach on the Website shall not under any circumstances constitute a waiver of any of its rights in relation to such Material or of any breach of the Client's obligations under this Agreement.

5.6 The Client acknowledges that it is not vested with any proprietary rights in respect of the Services, or any Candidate or other information submitted.

6. CLIENT'S OBLIGATIONS

6.1 The Client undertakes:

6.1.1 to notify Eteach of the name and contact details of the Administrator and any changes thereto from time to time and to provide Eteach with its authority to take instructions from that Administrator;

6.1.2 to co-operate with Eteach in all matters relating to the Services;

6.1.3 to ensure that all information or Materials provided are complete and accurate in all material respects;

6.1.4 to secure and maintain all necessary licences, permissions and consents where necessary for use of any Material, data or information provided to Eteach or which may be required for the Services before the Commencement Date;

6.1.5 to pay all taxes, fees, levies and duties whether for import or otherwise arising in any part of the world in connection with the Client's section of the Website. Where Eteach pays any such sums, the Client undertakes to reimburse such sums to Eteach immediately on demand;

6.1.6 not to embark on any course of action, whether by use of the Website or any other means, which may cause a disproportionate level of Website activity without providing at least seven day's prior notice in writing to Eteach;

6.1.7 to be responsible for configuring their information technology, computer programmes and platform to access the Website and undertakes to use their own virus protection software;

6.1.8 ensure that it does not breach or act so as to cause Eteach to breach the Privacy Policy set out on the Website from time to time;

6.1.9 indemnify and keep Eteach fully and effectively indemnified against all costs, claims, damages, loss, expenses and liabilities incurred by Eteach arising out of the Client's use of information on Candidates and any breach of its obligations under this Agreement;

6.1.10 keep any password, user identification or user name or any other security mechanism or device personal and confidential and to not disclose it to any other person or organisation;

Eteach, 1 Arlington Square, Bracknell, RG12 1WA
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6.1.11 obtain, operate and maintain all necessary computer hardware and software, modems and telecommunication links which it requires to access the Website;

6.1.12 access the Website solely for the purposes of using the Services and not otherwise;

6.1.13 that all Permanent Vacancies the Client displays on the Website will relate to actual live Permanent Vacancies and that no Permanent Vacancies displayed on the Website will be stock or generic job descriptions aimed at attracting Candidates. Subject to clause 6.2, such Permanent Vacancies shall contain either the name of the relevant employer or a unique reference code relating to that employer in the text of the advertisement of the Permanent Vacancy;

6.1.14 that if the Client displays any stock or generic job descriptions aimed at attracting Candidates for Temporary Vacancies on the Website, they must be identified clearly as temporary positions at the time of the Temporary Vacancy being advertised on the Website. For the avoidance of doubt, the Client acknowledges and agrees that ongoing supply work is not deemed to be a Permanent Vacancy;

6.1.15 if any information added by the Client includes a link to another website, it is the responsibility of the Client to maintain such link to the website and to ensure the material being linked to on such website does not breach the terms and conditions of this Agreement.

6.2 The Client agrees where they are a Recruitment Agency, that any Permanent Vacancies or Temporary Vacancies shall not contain either the name of the employer or a unique reference code relating to that employer in any Vacancies they advertise on the Website.

6.3 The Client undertakes to check all information and Material submitted to Eteach in relation hereto for inclusion in the Client's Section of the Website or otherwise before submission and accepts that Eteach may refuse to process or post such information and Material if Eteach deems it to be offensive or inappropriate.

6.4 If Eteach's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

6.4.1 without limiting or affecting any other right or remedy available to it, Eteach shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Eteach's performance of any of its obligations;

6.4.2 Eteach shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Eteach's failure or delay to perform such obligations; and

6.4.3 the Client shall reimburse Eteach on written demand for any costs or losses sustained or incurred by Eteach arising directly or indirectly from the Client default.

7. INTELLECTUAL PROPERTY AND INDEMNITIES

7.1 Without prejudice to any Intellectual Property Rights owned by the Client prior to this Agreement, the Client agrees to waive and acknowledges that it obtains no ownership rights or claims to any Intellectual Property Rights whatsoever by virtue of this Agreement.

7.2 All Intellectual Property Rights in or arising out of any Client Material shall be owned by the Client.

7.3 Subject to clause 7.2, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Eteach.

7.4 The Client shall not copy (other than incidentally in the process of viewing), market, re-sell, distribute, retransmit, publish, carry on any automated browsing or downloading or otherwise transfer or commercially exploit in any form any information received via or in connection with the Services other than for the purposes of this Agreement.

7.5 The Client agrees to indemnify Eteach against all damages, liabilities, costs and expenses which Eteach may incur or sustain including the costs of defending any suit arising from the use of any Material or data provided by or on behalf of the Client in relation to the Website or any act or omission by the Client, its employees or agents.

7.6 The Client hereby grants or shall procure the direct grant to Eteach of a fully paid-up, worldwide, non-exclusive, royalty-free, licence to Eteach to use, copy or modify its Intellectual Property Rights for the purpose of providing the Services and to the extent necessary for the purpose of this Agreement.

8. DATA PROTECTION

8.1 Eteach will collect and store personal data in accordance with its Privacy Policy which can be accessed at www.eteach.com/privacy-policy.

8.2 Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) personal data collected by the Data Discloser for the performance by each party of its obligations under this Agreement and the Services that form the subject of this Agreement and the Data Recipient acknowledges that it will receive such personal data as a Controller. Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation and ensure it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

8.3 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The limit of liability of Eteach under this clause shall be subject to the limit set out in clause 10.4 of this Agreement.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time during the Service Period and for a period of five years after termination of the Agreement, disclose to any person any

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0845 226 1906 | www.eteach.com | info@eteach.com

confidential information concerning the business affairs, clients, fees of the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

10. LIMITATION OF LIABILITY

10.1 Eteach is not liable for:

10.1.1 loss of profit, loss of revenue, loss of data or goodwill, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software (whether direct or indirect) howsoever arising suffered by the Client and arising in any way in connection with this Agreement or for any liability of the Client to any third-party;

10.1.2 any indirect loss, special loss or consequential loss howsoever arising suffered by the Client and arising in any way in connection with this Agreement or for any liability of the Client to any third-party;

10.1.3 any viruses uploaded to the Website by third parties, the Client or the Administrator;

10.1.4 any errors, omissions or delays occasioned as a result of the Administrator failing to act or no longer being authorised by the Client to act on its behalf;

10.1.5 ensuring that there is not any Material, data or information on the Client's Section of Website, which is illegal or unlawful, obscene, defamatory or otherwise infringes any third-party rights whatsoever;

10.1.6 any failure in respect of its obligations hereunder which result directly or indirectly from failure or interruption in software or services provided by third parties;

10.1.7 use of, or inability to use, the Website;

10.1.8 use of or reliance on any content displayed on the Website.

10.2 It is the Client's sole responsibility to ensure and satisfy itself as to the integrity, validity and completeness of any data or other Material, which it provides to Eteach.

10.3 None of the clauses herein shall apply so as to restrict liability for death or personal injury caused by the negligence of Eteach or fraud or fraudulent misrepresentation of Eteach.

10.4 Subject to clause 10.3, Eteach's maximum aggregate liability to the Client under or in connection with this Agreement in respect of all claims whether such claim arises in contract, tort or otherwise shall not exceed a sum equal to the most recently paid Service Fee by the Client for the period in which the event giving rise to the relevant claim or claims occurred.

10.5 The Client agrees that it is in a better position than Eteach to foresee and estimate any loss it may suffer arising out of or in connection with this Agreement and that the Service Fee

Eteach, 1 Arlington Square, Bracknell, RG12 1WA
0845 226 1906 | www.eteach.com | info@eteach.com

and other fees have been set after taking full account of the limitations and exclusions in this Clause 10. The Client is recommended to effect suitable insurance having regard to its particular circumstances and the terms of this Clause.

10.6 The Client agrees to indemnify Eteach from and against any claims or liability arising from content or links contained in any information provided by the Client which appears on the Website.

10.7 The parties agree that the Client is the sole author of all Material on the Client's Section of the Website or that it has obtained and maintains appropriate third-party consents for such use and in particular the Client shall not allow any person (other than its duly authorised employees) to use or have access to the Client's Section of the Website without the prior written permission of Eteach.

10.8 Eteach and the Client shall use reasonably up to date virus checking software to ensure that the Material does not contain any element which is designed to corrupt data or adversely impact upon the performance of computer systems including without limitation any virus, worm, trojan, logic bomb, disabling code or routines or expiration dates as these terms are generally understood within the computer industry or other material that is malicious or technologically harmful.

10.9 Clicking on certain links within the Website might take the Client to other websites and Eteach shall have no responsibility or liability of any kind for the accuracy or content of any information or any other aspect of any such websites. Such links should not be interpreted as approval by Eteach of those linked websites or information the Client may obtain from them. Eteach have no control over the contents of the sites or resources.

10.10 The Client acknowledges that Vacancies that the Client posts on the Website may also appear on third-party recruitment websites pursuant to agreements from time to time between Eteach and such other third parties.

11. NOTICES

11.1 A notice, approval, consent or other communication in connection with this Agreement must be in writing and must be either:

11.1.1 left at the address of the addressee, or sent by pre-paid first-class post to the addressee at its registered office address (if a company) or its principal address (in any other case);

11.1.2 be sent by e-mail to the e-mail address of the addressee which is notified to the other party from time to time.

11.2 Such notice shall be deemed to have been duly served upon and received by the addressee:

11.2.1 when served personally, at the time of such service; or

11.2.2 when posted, 72 hours after the same shall have been put into the post correctly addressed and pre-paid; or

11.2.3 when sent by email at 9:00am on the next business day after transmission to a correct and valid email address of the recipient.

12. PAYMENT SCHEDULE & PRICES

12.1 The Client agrees to pay the Service Fees throughout the Service Period.

Eteach, 1 Arlington Square, Bracknell, RG12 1WA
0845 226 1906 | www.eteach.com | info@eteach.com

12.1A Where the parties have entered into a Multi-Year Contract, the Service Fees shall be payable annually in advance at the start of each Service Period within the Contract Term, unless otherwise specified in the Sales Order.

12.1B Unless the Sales Order expressly provides for fixed pricing throughout the Contract Term, the Service Fee for each Service Period within a Multi-Year Contract may be subject to annual price adjustments as notified by Eteach in accordance with clause 13.7.

12.2 Unless otherwise agreed between the parties in advance, invoices for the Services for the Service Period will be issued up to one month before the start of each Service Period, or in the case of a Group Client, up to three months before the start of each Service Period. Invoices are payable within 14 days from the date of the invoice. Failure to pay an invoice within 30 days of the date of the invoice will result in the Services being made unavailable unless and until payment is made in full. The suspension of the Services does not relieve the Client from the responsibility of payment in full for the invoice. Time for payment shall be of the essence of the Agreement.

12.3 Interest will be payable on late payments at the rate of 5% of the outstanding invoice per overdue month.

12.4 All prices are exclusive of amounts in respect of Value Added Tax, which shall be added where required.

12.5 All amounts due by the Client under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.6 From time to time Clients may select additional services, upgrades or options that are not included as part of the Services. These additional services, upgrades or options will be invoiced separately and are also subject to payment within 14 days from the date of the invoice. For the avoidance of doubt, Clients will be informed when they are about to incur additional costs and will have to indicate their acceptance of such costs before the additional services, options or upgrades are provided.

12.7 Prices are guaranteed from the Commencement Date to the Expiry Date.

12.8 An advertisement placed on the Website will remain live for 42 days or such shorter time as selected by the Client. Any extension of this time will be charged to the Client as a new posting.

12.9 Any advertisements posted in addition to the agreed number of advertisements will be charged at a price based upon Eteach's standard prices as published on the Website unless otherwise agreed with the Client in writing on or before the Commencement Date.

12.10 If any Services to be used within any time period specified on the Sales Order are not used within that period of time they may not be carried over into any subsequent period. No refunds for unused Services will be provided.

13. TERMINATION

13.1 Either party may terminate this Agreement with immediate effect by written notice to the other in the event that the other party:

13.1.1 breaches any term of this Agreement and such breach is incapable of remedy or if the breach is remediable, it continues for a period of 30 days after written notice requiring the same to be remedied has been given to the party in breach;

Eteach, 1 Arlington Square, Bracknell, RG12 1WA
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13.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by the order of the court), having a receiver appointed to any of its assets or ceasing to carry on business;

13.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

13.2 Without affecting any other right or remedy available to it, Eteach may terminate this Agreement with immediate effect by giving written notice to the Client if:

13.2.1 the Client fails to pay any amount due under this Agreement within 30 days from the due date for payment;

13.2.2 there is a change of control of the Client.

13.3 Termination of this Agreement shall be without prejudice to any other rights, remedies, obligations or liabilities of either party which have accrued up to the date of termination or expiry of this Agreement, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13.4 Clients who do not intend to renew their existing Services are required to provide written notice as follows:

13.4.1 Where the Client is part of a Group Client, written notice must be provided at least 90 calendar days before the Renewal Date;

13.4.2 In all other cases, written notice must be provided at least 30 calendar days before the Renewal Date.

13.5 If the Client does not give notice in accordance with clause 13.4 of this Agreement (being 30 calendar days' notice or, where applicable, 90 calendar days' notice for a Group Client), the term of the Agreement shall continue for a further Renewal Period.

13.6 If the Client gives notice in accordance with clause 13.4 of this Agreement, the Client will be liable to pay the remaining Services Fee payable between the actual date of termination of the Agreement and the Expiry Date. If the Client does not give notice in accordance with the applicable notice period set out in clause 13.4, the Service Fees for the Renewal Period will be payable in full.

13.7 Eteach reserves the right to vary the price of the Services which will be effective after the Renewal Date and will inform the Client of any price change at least two months prior to the Expiry Date, or in the case of a Group Client, at least three months prior to the Expiry Date.

13.8 On termination of the Agreement the Client shall immediately pay to Eteach all of Eteach's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Eteach shall submit an invoice, which shall be payable by the Client immediately on receipt.

Multi-Year Contract: No Early Termination Right

13.9 Where the parties have entered into a Multi-Year Contract:

13.9.1 the Client acknowledges that it has no right to terminate this Agreement prior to the end of the Contract Term except:

- (a) in accordance with clause 13.1 (material breach by Eteach); or
- (b) by paying the Early Termination Fee in accordance with clause 13.10.

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13.9.2 For the avoidance of doubt, the provisions of clauses 13.4 to 13.6 (notice of non-renewal and automatic renewal) shall not apply during the Contract Term of a Multi-Year Contract, but shall apply following the expiry of the Contract Term where the Agreement continues pursuant to clause 13.12.

Early Termination Fee

13.10 If the Client terminates or purports to terminate a Multi-Year Contract prior to the end of the Contract Term other than in accordance with clause 13.1, the Client shall pay to Eteach an Early Termination Fee calculated as follows:

13.10.1 where termination occurs within the first 12 months of the Contract Term: 100% of the Remaining Contract Value;

13.10.2 where termination occurs after the first 12 months but before the end of the second year of the Contract Term: 85% of the Remaining Contract Value;

13.10.3 where termination occurs after the second year of the Contract Term: 75% of the Remaining Contract Value.

13.11 The Early Termination Fee shall be payable immediately upon the Client giving notice of Early Termination or upon Eteach accepting the Client's repudiatory breach, and shall be in addition to any outstanding Service Fees and other amounts due under this Agreement. The Client acknowledges and agrees that the Early Termination Fee represents a genuine pre-estimate of Eteach's minimum loss resulting from Early Termination, taking into account (without limitation):

- (a) the discounted pricing provided to the Client in consideration of the Multi-Year Contract commitment;
- (b) Eteach's investment in infrastructure, personnel, and service development made in reliance on the Client's commitment;
- (c) the difficulty in replacing the committed revenue stream;
- (d) administrative and transition costs.

Payment of the Early Termination Fee shall not relieve the Client from any other liability arising from its breach of this Agreement, and Eteach reserves the right to claim additional damages where its actual loss exceeds the Early Termination Fee.

Renewal of Multi-Year Contracts

13.12 Unless the Client provides written notice of non-renewal in accordance with clause 13.4 (applying the notice period appropriate to the Client's classification), upon expiry of the Contract Term of a Multi-Year Contract, the Agreement shall automatically continue for successive Renewal Periods of one year each.

13.13 Following the expiry of the Contract Term, the provisions relating to Early Termination (clauses 13.9, 13.10 and 13.11) shall cease to apply, and the Agreement shall continue on an annual basis subject to the notice provisions in clause 13.4.

13.14 For any Client that becomes classified as a Group Client after the Commencement Date of their current Agreement, the 90-day notice requirement set out in clause 13.4.1 shall apply from their next Renewal Date, provided that Eteach gives written notice to the Client of their classification as a Group Client at least 90 calendar days before that Renewal Date.

14. GENERAL

14.1 Eteach may update and change the Website from time to time to reflect changes to our products, our user's needs and our business priorities and Eteach will try to give you reasonable notice of any major changes by email.

14.2 Eteach shall be entitled to alter the provisions of these Terms and the Services from time to time by email to the Client giving 30 days' notice of such change to these Terms or by displaying an updated version of these Terms on the Website.

14.3 The Client shall not assign, dispose of, sub-license, or otherwise transfer its rights granted by this Agreement without the prior written consent of a Director of Eteach.

14.4 Eteach may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other matter with any or all of its rights and obligations under the Agreement.

14.5 The failure by any person to exercise or delay in exercising any right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies by any person. No single or partial exercise by any person of any right or remedy provided by this Agreement or by law shall prevent any further exercise of that right or remedy or the exercise of any other right or remedy by any person.

14.6 The Parties' rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

14.7 Subject to Clause 14.2, these terms and conditions of business together with any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and each party acknowledges that neither party has relied on any representation, statement, representation, assurance or warranty made by the other party unless such representation is expressly included herein. Nothing in this Clause 14.7 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation based on any statement in the Agreement.

14.8 If any provision of this Agreement or part thereof shall be invalid, illegal, void or unenforceable for whatever reason, 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 Agreement.

14.9 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from events, circumstances, acts or causes beyond its reasonable control.

14.10 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

14.11 No term of this Agreement gives rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Eteach, 1 Arlington Square, Bracknell, RG12 1WA
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15. THIRD PARTY AND INTEGRATED SERVICES

Availability of Integrated Services

15.1 Eteach may from time to time make Integrated Services available to the Client through the Website. The availability of Integrated Services may be subject to additional fees as specified in the Sales Order or as otherwise agreed between the parties.

15.2 Integrated Services are provided by Third Party Providers and not by Eteach. The Client's use of any Integrated Services is subject to any applicable Third Party Terms, and the Client agrees to comply with all such Third Party Terms.

No Warranty for Integrated Services

15.3 Eteach does not warrant, endorse, guarantee, or assume responsibility for any Integrated Services, and the Client acknowledges that:

15.3.1 Integrated Services are provided by Third Party Providers on an "as is" and "as available" basis;

15.3.2 Eteach makes no representations or warranties regarding the accuracy, reliability, completeness, or timeliness of any information, data, or results provided through Integrated Services;

15.3.3 Eteach is not responsible for the acts, omissions, errors, or negligence of any Third Party Provider;

15.3.4 the Client's sole remedy for any issues with Integrated Services shall be against the relevant Third Party Provider in accordance with the applicable Third Party Terms.

15.4 Without prejudice to clause 15.3, where Integrated Services include pre-employment checking, background verification, right to work verification, or similar services, the Client acknowledges that:

15.4.1 such services are dependent on information provided by candidates, third-party databases, and governmental or regulatory bodies;

15.4.2 Eteach does not verify and cannot guarantee the accuracy or completeness of any information returned by such services;

15.4.3 it remains the Client's sole responsibility to make employment decisions and to conduct any additional verification or due diligence it considers appropriate;

15.4.4 Eteach shall have no liability for any loss, damage, or claim arising from the Client's reliance on information provided through such services.

Limitation of Liability for Integrated Services

15.5 Eteach shall not be liable for any loss, damage, cost, expense, or other claim arising out of or in connection with:

15.5.1 the use of, or inability to use, any Integrated Services;

15.5.2 any error, inaccuracy, omission, or delay in any Integrated Services or the results thereof;

15.5.3 any interruption, suspension, or termination of any Integrated Services;

15.5.4 any decision made or action taken by the Client or any third party in reliance on Integrated Services;

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15.5.5 any breach by the Client of any Third Party Terms.

Client Indemnity for Integrated Services

15.6 The Client shall indemnify and hold harmless Eteach, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

15.6.1 the Client's use of any Integrated Services;

15.6.2 any breach by the Client of any Third Party Terms;

15.6.3 any claim by a Candidate, Applicant, or any third party arising from the Client's use of Integrated Services, including but not limited to claims relating to employment decisions, discrimination, data protection, or privacy;

15.6.4 any claim by a Third Party Provider against Eteach arising from the Client's breach of any Third Party Terms or misuse of Integrated Services.

Data Protection and Integrated Services

15.7 Where the Client uses Integrated Services, the Client acknowledges that personal data may be processed by Third Party Providers. The Client is responsible for:

15.7.1 ensuring it has obtained all necessary consents and provided all required notices to data subjects before using Integrated Services;

15.7.2 ensuring its use of Integrated Services complies with all applicable Data Protection Legislation;

15.7.3 reviewing and accepting any data processing terms required by Third Party Providers.

15.8 Eteach shall not be liable for any processing of personal data by Third Party Providers, and the Client shall indemnify Eteach against any claims, damages, or penalties arising from the Client's failure to comply with its obligations under this clause 15.7 and 15.8.

Changes to Integrated Services

15.9 Eteach may at any time and without liability:

15.9.1 add, modify, or remove Integrated Services;

15.9.2 change the Third Party Provider for any Integrated Services;

15.9.3 suspend or discontinue any Integrated Services where required by a Third Party Provider or where Eteach reasonably considers it necessary.

15.10 Where practicable, Eteach will give reasonable notice of any material changes to Integrated Services, but the Client acknowledges that this may not always be possible.

— *END OF TERMS AND CONDITIONS* —