



Talenscio

Video Interview

Term & Conditions



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Talenscio Limited Video Interview Service – Terms and Conditions of Supply

These terms and conditions govern the supply of video interview services by Talenscio Limited, a company registered in England and Wales with company number 08435009 and having its registered office at 3 Railway Court, Ten Pound Walk, Doncaster, South Yorkshire, DN4 5FB (the “Supplier”). By purchasing or making use of the Services (as defined herein), you as the Customer acknowledge and agree that you have read and accept these Terms.

1. Definitions and Interpretation

1.1 In these Conditions, the following words and expressions have the following meanings:

- “Acceptable Use Policy” means Talenscio’s Acceptable Use Policy, located at <https://talenscio.com/video-interview-acceptable-use-policy/>, as amended from time to time.
- “Applicable Law” means all relevant laws, regulations, and legal requirements governing the provision and use of the Services.
- “Business Day” means any day other than a Saturday, Sunday, or public holiday in the United Kingdom.
- “Candidate” means an individual invited to complete a video interview or application process via the Talenscio platform.
- “Confidential Information” means any information disclosed by one party to the other that is marked as confidential or is, by its nature, confidential.
- “Contract” means the agreement between the Supplier and the Customer for the supply and purchase of Services, incorporating these Conditions and any relevant Order.
- “Customer” means the individual or organisation purchasing the Services, as detailed in the Order.
- “Data Protection Laws” means applicable data protection and privacy laws, including the General Data Protection Regulation (GDPR) as implemented in the UK, the Data Protection Act 2018, and related legislation.
- “Force Majeure” means events beyond the reasonable control of a party, including but not limited to acts of God, natural disasters, or governmental actions.
- “Initial Term” means the term specified in the Order, or otherwise agreed between the parties.
- “Intellectual Property Rights” means all intellectual property rights, including copyrights, trademarks, patents, trade secrets, and any similar rights.
- “Order” means the Customer’s order for Services as confirmed in writing or via the Talenscio platform.
- “Personal Data” has the meaning given in applicable Data Protection Laws.
- “Services” means the video interview software and associated services provided by Talenscio Limited, as specified in the Order.
- “Term” means the Initial Term together with any Renewal Term.
- “User” means an individual authorised by the Customer to access and use the Services on their behalf.

2. Price and Payment

2.1 The Price for the Services will be detailed in the Order and is exclusive of VAT unless otherwise stated.

2.2 Payment must be made using the Supplier’s authorised payment processor, Stripe, unless otherwise agreed in writing. By using Stripe, the Customer agrees to Stripe’s Connected Account Agreement and associated terms, which are available at <https://stripe.com/gb/legal/connect-account>.

2.3 Payments are required to be made in advance on a monthly or annual basis, as specified in the Order.

2.4 In the event of a payment issue, such as an unsuccessful attempt to charge the Customer's provided payment method ("Payment Disruption"), the Supplier will notify the Customer within 24 hours. The Customer must update payment details or rectify the issue within 48 hours to avoid service interruption.

2.5 If a Payment Disruption remains unresolved after 48 hours, the Supplier reserves the right to:

Suspend access to the Services until payment is successfully processed.

Charge interest on the overdue amount at a rate of 4% per annum above the Bank of England's base rate, calculated daily from the due date until payment is made in full.

2.6 The Supplier shall not be liable for any loss or disruption arising from service suspension due to Payment Disruptions.

2.7 In cases of recurring Payment Disruptions, the Supplier reserves the right to require pre-payment or a revised payment schedule as a condition for continued access to the Services.

3. Use of the Services

3.1 Subject to payment of the Price, the Supplier grants the Customer a non-exclusive, non-transferable licence to use the Services during the Term.

3.2 The Services must be used in accordance with the Acceptable Use Policy and all applicable laws.

3.3 The Customer is responsible for maintaining the confidentiality of account credentials and ensuring all Users comply with these Conditions.

3.4 The Supplier reserves the right to suspend or terminate access to the Services if misuse or unauthorised access is suspected.

3.5 The Customer acknowledges that any content submitted through the Services by Candidates is intended solely for recruitment or related purposes and must be handled in compliance with applicable laws and regulations.

4. Data Protection

4.1 The Supplier will process Personal Data in accordance with applicable Data Protection Laws and the Supplier's Privacy Policy.

4.2 The Customer is the Controller and the Supplier is the Processor of any Personal Data provided under the Contract.

4.3 Both parties agree to implement appropriate technical and organisational measures to ensure data security.

5. Confidentiality

5.1 Each party shall treat the other's Confidential Information as confidential and safeguard it with the same level of care as it would its own Confidential Information.

5.2 Confidential Information may only be disclosed to those employees, agents, or subcontractors who require the information to fulfil obligations under the Contract.

5.3 The obligations under this clause shall continue for a period of five years following the termination of the Contract.

6. Intellectual Property

6.1 All Intellectual Property Rights in the Services remain the property of the Supplier or its licensors.

6.2 The Customer is granted a licence to use the Services solely for its internal business purposes during the Term.

7. Limitation of Liability

7.1 The Supplier's total liability under the Contract shall not exceed the total Price paid by the Customer for the Services in the 12 months preceding the claim.

7.2 The Supplier shall not be liable for indirect, consequential, or special damages, including loss of profits or business interruption.

8. Termination and Force Majeure

8.1 The Contract will commence on the Start Date and continue for the Initial Term, renewing automatically unless terminated in accordance with these Conditions.

8.2 Either party may terminate the Contract with written notice if the other party commits a material breach.

8.3 Neither party shall be liable for failure to perform obligations under the Contract due to Force Majeure. In such cases, the affected party must notify the other promptly and make reasonable efforts to mitigate the impact.

9. Entire Agreement and Variation

9.1 This Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

9.2 No variation of these Conditions shall be effective unless made in writing and agreed by both parties.

10. Governing Law and Jurisdiction

10.1 The Contract shall be governed by and construed in accordance with the laws of England and Wales.

10.2 The courts of England and Wales shall have exclusive jurisdiction to resolve any disputes arising under or in connection with the Contract.