

Advertising Agreement between;

**Technojobs
Limited** Suite 8
KD Tower
Cotterells
Hemel
Hempstead
Hertfordshire
HP1 1FW

And

Government Digital Service - on behalf of Cabinet Office Buyer

Address:

1 Horse Guards
Road London
SW1A 2HQ

Company Registration Number: N/A (Public Sector, Government Body)

Date: 23rd February 2022

Components of Agreement:

25 x Premium Jobs on Technojobs & Women in Tech + Featured Job Slot on Diversity in Tech + 12 Months CV Database Access:

- Adverts **branded** with your **logo** and live on Technojobs for 30 days
- **Premium jobs featured** above all standard jobs in search results on Technojobs for ALL relevant terms
- Cross-posted to the **HOME PAGE** of relevant jobsites in our network
- Your logo also features on the **Employers Hiring Page** - here
- Full Account Management
- Credits last on the account for 12 months from purchase date
- Job posted on jobs.womenintech.co.uk/ & live for 30 days
- Featured on the employers hiring page: here
- Featured on the homepage as a button & job: jobs.womenintech.co.uk/ - for 1 week
- Featured job on the homepage on www.womenintech.co.uk – for 1 week
- Profile for your company where jobs are listed
- Dedicated account management
- Featured job slot on the homepage of www.diversityintech.co.uk
- CVDB - 1,000 CV Views/Downloads per month
- Unlimited CV Watchdogs – relevant CVs sent directly to your inbox every day or hour
- Multi-User Logins offering flexible access for your team
- Bulk Messaging System enabling you to send direct messages to candidates
- Gender filter
- Social promotion

- **Cost: £17,500+vat**

Payment terms: Payment must be received within 30 days of the invoice. Please sign the agreement and email to

.....

Signed (& PRINT NAME):

.....

Technojobs Limited

.....

Date

Signed (& PRINT NAME):

.....

Government Digital Service - on behalf of Cabinet Office Buyer

.....

Date

This order is subject to our Advertising Terms and Conditions which you agree to by signing this form.

Note that there is no cancellation policy associated with this order.

Technojobs Advertising Terms & Conditions 2022

1. Acceptance of Terms

Definitions: A definition of terms used within this document:

“The Client”

Any person, business, organisation or company that becomes a subscriber to the Technojobs Service.

“The Company”

Technojobs Limited of Suite 8, KD Tower, Cotterells, Hemel Hempstead, Hertfordshire, England, HP1 1FW

“The Website”

The Technojobs Internet site with the domain name ‘technojobs.co.uk’ and all associated network sites including womenintech.co.uk and diversityintech.co.uk (please ask for a full portfolio list if required)

“CV Database”

A secure part of the Technojobs website – whereby approved employers and recruiters can access opted in registered candidates via the online searchable database.

“Order Form”

A form that outlines the details of what will be supplied by The Company – including but not exclusively, the term, the products or services, the agreed price and stating the companies or parties involved in the contract. The Order Form will be deemed effective only upon signature by The Client. This includes electronic signatures via the “e-sign” platform.

“Agreement”

Refers to an Agreement of these Terms and Conditions upon signing the Order Form

2. General

2.1 The terms and conditions herein shall take immediate effect in substitution of all previous terms and conditions between the Company and the Client whether written, oral or implied.

2.2 No variation or alteration of these terms and conditions shall be deemed valid without express Agreement and confirmation in writing by a director of the Company.

2.3 Commencement of advertising with Technojobs Ltd shall be deemed as acceptance of these Terms and Conditions.

2.4 A signed order form is deemed as acceptance of these terms and conditions

3. Company Obligations

The Company shall provide the Client with full and proper use of its advertising services. The Company, in its full discretion and with reasonable cause, reserves the right to withhold, edit, modify or require to be modified, any material submitted by the Client for advertising over the Internet in compliance with relevant advertising codes of practice including all legal obligations.

3.1 The Company will endeavour to ensure that the service will be uninterrupted and error free, but does not make any such assurances nor does it warrant such accessibility and in particular does not accept liability for any inability to access the service by reason of any failure or defect provided by third party suppliers.

3.2 Advertising content provided by The Client will be published online but no content or information will be passed on, shared or sold to a competitor of The Client or any other third party.

4. Client Obligations

4.1 The Client shall submit copy, artwork and/or graphics for use on the Website and ensure that such material is transmitted to the Company prior to the date on which advertising is due to commence. Any such artwork or graphics remains under Client's ownership and any related intellectual property rights are retained by the Client.

4.2 The Client agrees that the Company may advertise jobs through partner websites that the Company has approved. The Client will advise the Company if they do not wish their jobs to be advertised via specific third party websites.

4.3 CV Database access provides The Client with access to Technojobs' CV database which

contains searchable CVs of job seekers. CV Database access is for a single (or multiple) specified individual users under the direct control of The Client. Access to the CV Database is through unique password(s) for duration of the term, set forth and defined in The Order Form. The number of views will also be specified.. A CV view occurs when a CV is opened in the CV Database or is emailed or downloaded. The Client agrees to notify Technojobs promptly after the departure of any person to whom a password was provided and Technojobs reserves the right to cancel such password and issue a replacement password, upon notification to The Client. Technojobs reserves the right periodically to change issued passwords upon notification to The Client.

If additional users (other than named CV Database contacts) are accessing the CV Database, then such sharing will be a breach of this Agreement. If The Client shares access details with persons outside of their respective employment or Company than this is a breach of this Agreement. Should this occur then The Client is liable to pay retrospectively for incremental CV Database access based on the ratecard of a new Client accessing the CV Database. An invoice will be issued and will be subject to the standard payment terms.

The Client agrees that it will use the CV database to search for candidates for specific live jobs with matching profiles and will not under any circumstances offer candidate's any other services. The CV Database may also not be used to source candidates generally or to contact job seekers or CV holders in regards to any home-based business opportunities, fee-based business opportunities, contractor services or franchise opportunities. Any use for this will need to be specified upfront by a Client and agreed with The Company. Should The Client not specify this usage then The Client will be in breach of Agreement and the contract (or "Sales Order") cancelled immediately with no refund paid, but any outstanding monies paid.

4.4. When artwork is produced or supplied by The Client for The Company, this will be used for the purposes of the agreed advertising inventory, however this may not be shared, reproduced or republished in any way for any other purposes – including conceptually - without prior permission of The Client.

5. Liability

5.1 The Client and the Company hereby agrees to indemnify each other up to 100% of the contract value in respect of any or all claims in connection with this Agreement.

5.2 The Client undertakes to indemnify the Company against any claims arising out of misuse of information supplied to the Client by the Company. The Company accepts no liability for any claim, loss or damage howsoever arising as a result of any material or information transmitted by a Candidate in respect of the advertisement via the system or otherwise. - **removed**

5.3 The Company accepts no liability for any delay, costs, expenses, loss or damage arising from the failure of The Company to provide advertising services.

5.4 The Company shall accept no liability for accuracy of the text contained within banner advertisements and other text displayed on the Website. The Company will however make best efforts to ensure full accuracy of information advertised and make corrections where necessary.

5.5 When artwork is produced or supplied by The Company for The Client, this may not be reproduced or republished in anyway – including conceptually - without prior permission of The Company.

6. Termination of Agreement

6.1 Any early termination will be at the discretion of the Company. There is no opportunity to cancel an Agreement by The Client. An Agreement maybe defined as The Order Form signed by The Client (including order forms signed electronically via the e-sign platform) or a pre-payment or a Purchase Order Number or an email Agreement confirmed by The Client.

6.2 Where The Client breaches any obligation (either contractual or statutory) in relation to this Agreement The Company reserves the right to suspend or terminate this Agreement (including access to the system) forthwith. In such circumstances, The Company accepts no liability for loss or damage caused to The Client as a result of the termination of this Agreement and any outstanding payments will still be due.

6.3 Where The Company exercises the right to terminate in accordance with clause 6.2, the Client will pay any outstanding fees owing to the Company within 7 days of the final day of service without any counterclaim or set-off whatsoever. If the fees have been paid, no refund on fees paid will be due to The Client.

7. Company Charges & Payments

7.1 The Company shall render invoices to the Client as specified in The Order Form, detailing charges payable by The Client in respect of advertising services provided by the Company, as agreed, plus VAT as required by law.

7.2 Invoices are payable within 30 days from the issue date of each invoice unless agreed otherwise. Invoices can be issued once an Agreement is agreed or as individually determined on The Order Form. All charges payable are those specified in The Order Form, effective when signed by The Client.

7.3 Invoices not fully settled by the due date for payment will attract interest at 8% above the Bank of England base rate for late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as specified on the .Gov website here:
<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>

8. Confidentiality

8.1 All elements of this Agreement including email communications, The Order Form and details of the service provided shall remain confidential at all times – applicable to The Company and The Client. No details will be shared with third parties beyond the parties specified on The Order Form.

8.2 Any breach of this confidentiality will mean the Agreement can be terminated by either party. No refund will be due to The Client if The Company terminates due to a breach of 8.1. Additionally The Client will be liable for damages should a breach of 8.1 occur by The Client which causes harm to The Company.

9. Candidate Payments

9.1 To protect our candidates from job scams and fraud, The Client is not to request payments during the recruitment process. Any reports made The Company will be investigated and will lead to the termination of the service without refund.

10. GDPR

10.1 We take data protection seriously and we have recently updated our Privacy Policy and Terms of Service to support changes in European data law; GDPR. Here is the link to our new Privacy Policy: <https://www.technojobs.co.uk/privacy-policy.phtml>

10.2 As part of any Agreement and a signed Order Form, The Company expects The Client to be fully transparent regarding their GDPR policy and be able to supply a copy upon request. Additionally The Company expects The Client to strictly adhere to GDPR legislation. Any deviation from this will need to be highlighted and considered a breach of the Terms and Conditions.

11. Jurisdiction and Enforceability

11.1 This contract and all terms and conditions (both express and implied) shall be governed and enforced under English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

11.2 The invalidity or unenforceability for any reason of any part of these terms shall not prejudice or

affect the validity or enforceability of the remainder



legislation.gov.uk

