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**VERCIDA**

**CONTRACT**

VERCIDA is the new and best place to match diverse, accessible and inclusive employers together with candidates who care

**VC012023**

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**The Year Ahead**



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We are pleased to share with you our structured framework for the year ahead. At a glance, you will see the scheduled level and programme of work, which will enhance the current campaign and continue to add value to your organisation.

|  |
| --- |
| **Partner Membership Includes** |
| * Unlimited job postings and content on [Vercida.com](http://Vercida.com) * ‘Accessible Careers’ button to place on your own corporate careers page. * Recommended Employer Profile on [Vercida.com](http://Vercida.com). Your profile encapsulates all you have to offer and is promoted regularly to our talent pool via email and social media channels. * Industry data monitoring and capture. * Priority invitations to corporate member diversity events. * Relationship Manager and point of contact throughout the membership. * 400 VERCIDA Credits for use on a wide variety of role and brand awareness activities to reach our unique talent pool. |
| **VERCIDA Consulting Offer** |
| * Inclusive Recruitment Guide * 90-minute Group Conscious Inclusion Workshop |
| **Membership Rate** |
| * £ 12,500 ex VAT |
| **Membership Dates** |
| * Your subscription start date is the 31/03/2023 and shall continue for 12 months until the 31/03/2024 |

**A subscription that delivers return on investment.**

During the year ahead, we will work with you to:

* Create a fully dedicated D&I profile for your organisation
* Analyse your current audience and work collaboratively to enhance your brand to all parts of society.
* Grow your content and digital footprint reach to desired audiences.

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* Use Vercida as a powerful vehicle on your company website, job advertising and diversity & inclusion statements.



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* Engage with your wider team to leverage off the positive work at your company.
* Significantly increase job views and application conversion rates.

**CLIENT TERMS OF BUSINESS**

**We are VERCIDA Limited** (**Company number 07503138)** (“[VERCIDA.com](http://VERCIDA.com)”) of 25 Station Road, Kings Heath, Birmingham, England, B14 7SR and “we”, “us”, “our” and “ours” refers to [VERCIDA.com](http://VERCIDA.com) and for the purposes of this agreement, includes any subsidiary or associated company (as defined by s.736 Companies Act 1985) of [VERCIDA.com](http://VERCIDA.com).

**You are Department for Business and Trade,** a Client or potential Client of ours and are the recipient of these Terms of Business.

By accepting or requesting any services or using information from us you are deemed to accept these Terms of Business (the “Terms”), which apply to all dealings between us relating to this proposal as described in the Terms and override any terms proposed by you unless we have such terms in writing and agreed by a director of [VERCIDA.com](http://VERCIDA.com). Upon such acceptance, and in consideration of the mutual benefits set out herein, it is agreed as follows:

1.1 In these Terms the following words and phrases shall have the following meanings unless the context requires otherwise:

**“Advertisement”** means a notice designed to attract Applications from Candidates in relation to a Client’s Requirement.

**“Application”** means a written or verbal request by a Candidate to have their CV considered for a Client’s Requirement.

**“Candidate”** means a person who applies for a Client’s or [VERCIDA.com](http://VERCIDA.com) advertised vacancy on any job board site, affiliated job board site or online site or through any electronic communication **“CV”** means the curriculum vitae or any other document which outlines the details of a Candidate's education, training, skills and employment experience which is provided to the Client or [VERCIDA.com](http://VERCIDA.com) by a Candidate for distribution to the Client with a view to securing a Requirement.

**“Fees”** means the fees and charges payable by the Client as specified in these Terms relating to the chosen Plan package.

**“Screening”** means an automated and/or manual process of screening and ranking Candidate Applications to provide a short list for a Requirement.

**“Intellectual Property Rights” or “IPRs”** means patents, trademarks, registered designs, design rights, service marks, confidential information, trade and business names, copyright and know-how and any applications for any of the foregoing anywhere in the world.

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**“Material Misrepresentation”** means any deliberate hiding or falsification of a material fact which, if known to us, could have significantly altered the basis of these Terms**.**



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**“Proposal”** means any proposal detailing the Service and pricing whether contained with these Terms or referred to in these Terms.

**“Requirement”** means a request from the Client in any form for [VERCIDA.com](http://VERCIDA.com) to introduce a Candidate or provide any other advertising, searching or filtering service. For the avoidance of doubt [VERCIDA.com](http://VERCIDA.com) is not acting as an employment agency as defined in the Employment Agencies Act 1973 as amended by the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319). [VERCIDA.com](http://VERCIDA.com) is purely a hosted venue for employers and Candidates to meet online and is not involved in the actual transaction between any Clients and Candidates.

**“Service”** means any service that [VERCIDA.com](http://VERCIDA.com) provides to the Client under these Terms.

1.2 All references to a statutory provision shall be construed as including references to:

1. any statute, modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
2. all statutory instruments or orders made pursuant to it; and
3. any statutory provisions of which it is a consolidation, re-enactment or modification.
4. **CONTRACT**

These Terms constitute the contract between [VERCIDA.com](http://VERCIDA.com) and the Client and are deemed to be accepted by the Client by signing these Terms by physical or electronic signature.

These Terms shall commence on the date stated in these Terms and will continue for the following 12 months unless terminated earlier in accordance with its terms.

1. **OUR OBLIGATIONS**

3.1 We agree to use all reasonable endeavours to locate Candidates for you to directly hire in accordance with your requirements via an Advertisement and/or CV Search.

3.2 Whilst at all times we shall act in good faith, we give no guarantee or warranty that we will be able to locate any suitable Candidates, or that any Candidate is suitable for your purposes at any time.

1. **YOUR OBLIGATIONS**

4.1 You agree to accept these Terms and you acknowledge and agree that:

1. Upon issuing a Requirement or as soon as reasonably practicable thereafter you shall provide to us sufficient and accurate information to enable us to locate Candidates;
2. Your Requirement must be legal, decent, honest and truthful and not infringe the rights (including Intellectual Property Rights) of any third party;
3. You will act in good faith, in accordance with all laws including the Equality Act 2010, the Equality and Human Rights Commission’s Employment Statutory Code of Practice and good recruitment practice and in a business-like and courteous manner to us and Candidates;
4. It is your responsibility to verify and satisfy yourself with the information we have provided to you to ensure that the Candidate is suitable for your purposes and to take up such references for Candidates as you think fit;
5. It is your responsibility to ensure that the Candidate is eligible to work in the UK and in particular has the correct work visa.

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4.2 By reason of your acceptance of responsibility and your warranties as set out in clauses 4.1 (a) - 4(e) we shall not be liable for any loss or damage arising out of any representation made by us in good faith that may have induced you to accept a Candidate, or for any breach of contract, negligence or tort of the Candidate



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**5. ADVERTISEMENTS**

5.1 You acknowledge and agree that:

1. We may advertise your requirement on any website or other media controlled by us or any affiliated third party, or enter into any agreement for the provision of services;
2. The Requirement can be viewed by anyone with Internet access throughout the world;
3. We may need to modify the Advertisement in order to optimise your results for job board searching and to attract suitable Candidates; no amendments will be made without prior consent from an authorised representative of the Client;
4. Advertisements will be branded ‘[VERCIDA.com](http://VERCIDA.com)’, and no active e-mail addresses or web links will be shown;
5. Advertisements will be shown for a 28-day period or as extended by agreement after which time they shall expire unless jobs advertised require ongoing visibility beyond 28-day period;
6. any Requirement which indicates, or can reasonably be understood as indicating, an intention to discriminate on grounds of any "protected characteristics" of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation in contravention of the Equality Act 2010, the Equality and Human Rights Commission’s Employment Statutory Code of Practice or other applicable discrimination law or practice will not be accepted unless it is exempted from the requirements of those laws.
7. if SME, Essential or Ally Plans go over the allocated amount of Advertisements, we will notify the client and upgrade to the next suitable Plan with the difference between Plans to be invoiced.

A statement must be made at the time the Requirement is placed or Service used to state which of the exemptions or exceptions in the Act(s) is considered to [apply. VERCIDA.com](http://apply.VERCIDA.com) reserves the right to refuse any Advertisement which it considers is illegal or inappropriate and will seek the Client’s permission before doing so.

**6. INTELLECTUAL PROPERTY AND DATA PROTECTION**

6.1 Applications will only be sent to the Client the Candidate intended to contact.

6.2 You may not use any of [VERCIDA.com](http://VERCIDA.com) IPRs without prior written consent.

6.3 [VERCIDA.com](http://VERCIDA.com) and its licensors shall retain ownership of all [VERCIDA.com](http://VERCIDA.com) IPRs and hereby licences on a non-exclusive royalty free basis only those IPRs which are relevant and necessary for the Client’s use of the Services and which [VERCIDA.com](http://VERCIDA.com) has legal and beneficial title and ownership. The licence is only granted to the Client and no other companies in its group.

**7. CONFIDENTIALITY**

7.1 You acknowledge and agree that you shall not divulge to any other party, or use for your own benefit, any information capable of being confidential relating to the affairs of our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.

**8. FEES & PAYMENT**

8.1 The Fees are those stated in the Proposal.

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8.2 Our fees are subject to change with notice on renewal, this will be given on our website or via any other means of communication. Existing contracts will not be affected by price changes.



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8.3 Payment shall be made in accordance with our Terms of 15 days NET from invoice issue date and may be made by BACS. Card payments can be arranged with an additional 2% processing fee. A pro-forma invoice may also be issued for upfront payment.

8.4 When making advance purchases, any credits must be used within 12 months from date of purchase, upon which date they shall expire.

**9. VAT**

All Fees are exclusive of Value Added Tax (VAT) or other applicable sales tax. VAT will be charged at the applicable rate.

**10. TERMINATION**

10.1 We may terminate this agreement if:

1. after providing written notice to the Client of breach of these Terms and in particular a breach of clause 4, 5 or 6 above, such breaches are not rectified within 30 working days by the Client;
2. the Client fails to pay [VERCIDA.com](http://VERCIDA.com) on the due date any sums that may be due;
3. the Client makes any Material Misrepresentation; or
4. the Client is using the Service for any improper use or with the intention of damaging the reputation of [VERCIDA.com](http://VERCIDA.com)

10.2 Upon termination of these Terms all access to the Services and the site shall cease.

**11. SERVICE INTERRUPTIONS AND LIMITATION OF LIABILITY**

11.1 You acknowledge that the Services and Candidates abilities to access any Client or [VERCIDA.com](http://VERCIDA.com) sites are dependent upon the Internet and/or VERCIDA.com's systems, services and equipment may from time to time be inoperative in full or in part as a consequence of but not limited to, mechanical breakdown, maintenance, hardware or software upgrades, communication, telecoms, connectivity problems or other factors beyond the reasonable control of [VERCIDA.com](http://VERCIDA.com) and you acknowledge that [VERCIDA.com](http://VERCIDA.com) will not be held liable for any loss arising from any failure or inability to provide continuous, error free, uninterrupted services under these circumstances.

11.2 Nothing in these Terms shall limit or exclude VERCIDA.com's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

11.3 Subject to clause 11.2, [VERCIDA.com](http://VERCIDA.com) shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

1. loss of profits;
2. loss of sales or business;   
   (c)loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) any indirect or consequential loss.

11.4 Subject to clause 11.1, [VERCIDA.com](http://VERCIDA.com)’s total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited to the greater of:

1. the terms stated as per the agreed rate
2. one hundred and fifty per cent (150%) of the average annual Charges (calculated by reference to the Charges in successive 12-month periods from the Services Start Date) paid by the Client under these Terms; and
3. the amount of any loss which is covered by the amount received by [VERCIDA.com](http://VERCIDA.com) under any insurance policy which it has in place when [VERCIDA.com](http://VERCIDA.com) has claimed for the particular loss in question.

11.5 The conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

1. **THIRD PARTY RIGHTS**

For the purpose of the Contracts (Rights of Third Parties) Act 1999, this agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.

1. **ENTIRE AGREEMENT**

13.1 These Terms contains the entire and only agreement between the parties and supersedes all previous agreements between the parties respecting the subject matter of this agreement.

13.2 Each party acknowledges and agrees that in entering into this agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, undertaking or warranty, whether oral or in writing, save as are expressly set out in this Agreement.

13.3 Each party acknowledges and agrees that the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement.

13.4 Nothing in this clause shall limit or exclude liability for fraud.

1. **GOVERNING LAW AND JURISDICTION**

The laws of England and Wales govern this agreement and all non-contractual obligations arising out of it. The parties agree to submit to the exclusive jurisdiction of the English Courts.

Signed for: Dept for Business and Trade Signed for: VERCIDA Ltd

Date: 28/3/2023 Date: 28/03/2023

Name: [REDACTED] Name: [REDACTED]

Position: [REDACTED] Position: [REDACTED]

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