



ArtsJobs Terms & Conditions

PARTIES

This Agreement is dated 2011

- (1) [] (the "**Client**" and also referred to hereafter as "**You**"); and
- (2) The University of the Arts London on behalf of and trading as ArtsTemps and ArtsJobs, of 272 High Holborn London, WC1V 7EY ("**ArtsTemps**" or "**ArtsJobs**" and also referred to hereafter as "**We**", "**Ours**", "**Us**", or the "**University**").

1. RECITALS

We operate as a graduate recruitment agency; and it is hereby agreed that this Agreement forms the terms and conditions which will apply to all dealings with the Client relating to the Service.

2. INTERPRETATION

The definitions and rules of interpretation in this clause apply to this Agreement.

"Basic Annual Salary"

means the basic annual salary earned by the Candidate before any commission, bonus or other benefits in kind etc and before any deduction of any tax, national insurance contributions or other deductions;

"Client"

means the person; firm or corporate body together with any subsidiary or associated company (as defined by the Companies Act 2006) to which the Candidate is introduced;

"Candidate/Candidates"

means the person or persons introduced by ArtsTemps or ArtsJobs to the Client as potential candidates for an Engagement;

"Engagement/Engages"

means the engagement of, employment of the Candidate or any third party on a permanent or temporary basis, weather under a contract of service or contract for services: under an agency, license, franchise or partnership agreement; or any

other engagement; directly or through a limited company of which the Candidate is an officer or employee;

"Service/Services"

means the services provided by ArtsTemps or ArtsJobs in their recruitment capacity, namely the introduction of Candidates to the Client for Engagement;

"Site"

means our website www.arts.ac.uk/student/careers/artstemps.htm.

- 2.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 2.3 References to clauses and schedules are to the clauses and schedules in this Agreement which, (in respect of the schedules) have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

3. COMMENCEMENT AND DURATION

This Agreement shall commence on the date hereof and continue unless this Agreement is terminated by either party in accordance with clause 8.

4. CLIENT'S OBLIGATIONS

You agree to be bound by and comply with the following:

- 4.1 all potential vacancies presented by the Client must be vacancies paying at least the national minimum wage; and be appropriate for Candidates who are educated to a graduate level;
- 4.2 upon notifying us of your job requirement or as soon as possible thereafter you shall provide to us sufficient and accurate information to enable us to seek Candidates that may be suitable for you and provide us with answers to any additional questions we may raise in that regard;
- 4.3 you shall be entirely responsible for providing us with all necessary information about your job requirements supplying us with details of any special qualifications or legal requirements relating to the Engagement;

- 4.4 as soon as possible prior to the placement start date you shall notify us of any additional information that may affect the information already provided or be relevant to the decision of a candidate accepting the role;
- 4.5 when we provide details of Candidates that may be suitable for you, you may be provided with personally identifiable information ("**Personal Data**"). This Personal Data may be made available to you either by us, or directly by the Candidates themselves. You must only use this Personal Data for the purposes for which it is provided, namely in relation to a specific Engagement for which you are seeking to recruit. You agree not to use this Personal Data to create any kind of database, or distribute the Personal Data outside your own organisation. Further, you agree to process the Personal Data with due care and attention, with respect to the privacy of the individuals concerned, and in accordance with all relevant data protection legislation, including without limitation the Data Protection Act 1998;
- 4.6 it is your responsibility to confirm the identity of the Candidate and the accuracy of any information they provide to you, take all such steps as you deem are necessary to satisfy yourself as to the suitability of the Candidate for the Engagement, including without limitation in respect of their qualifications, work experience references, any advisable examinations and/or investigations into their medical history, and their right to work in any country to which the Engagement relates;
- 4.7 you shall ensure that the Candidate has any necessary permits or authorities to work for you including without limitation in respect of any contact they may have with children or vulnerable people;
- 4.8 you must treat all Candidates during the recruitment process in accordance with all applicable laws and legislation. You must disclose to Candidates any risks to health and safety known to you and the steps you have taken to prevent or control such risks;
- 4.9 you shall explain your requirements to the Candidate promptly on commencement if you have not already done so;
- 4.10 you shall have in place all appropriate policies including a health and safety policy and an equal opportunities policy;
- 4.11 you shall be liable to pay our Fee in accordance with clause 6 if you introduce the Candidate to any third party or refer the Candidate's details to any third party within six months of:
- 4.11.1 the date of the submission of the Candidate's details to you by us;
- 4.11.2 the initial introduction of the Candidate to the Client; or
- 4.11.3 the last interview of the Candidate by the Client,

whichever is the later, and that third party Engages the Candidate or in any event where an Engagement results directly or indirectly from the introduction by ArtsTemps or ArtsJobs.

5. OUR RESPONSIBILITY REGARDING THE CANDIDATES

Where we select Candidates for consideration for a particular Engagement, we will use reasonable care in doing so, but we cannot guarantee (and therefore make no warranties or representations) that any Candidate will be suitable for the Engagement in question, nor do we

make any promises as to the accuracy or completeness of the information provided to us by the Candidate, and which we provide to you.

6. FEES

- 6.1 For each Engagement, you agree to pay us 3% of the Basic Annual Salary earned by the Candidate, irrespective of the job or the work involved (together with value added tax at the applicable rate from time to time) (the "**Fee**").
- 6.2 We shall issue an invoice to you for each Engagement upon, or as soon as is reasonably practicable, after the commencement of the Engagement. For the avoidance of doubt, any delay in issuing the invoice shall not affect our entitlement to payment of our Fee in any event.
- 6.3 In consideration of the provision of Services by us, you shall pay our Fee within 7 working days of receipt of our invoice.
- 6.4 The late payment of our Fee will result in a 5% charge for every subsequent week the payment of the Fee is late.
- 6.5 An offer of an Engagement by you shall be deemed to be an Engagement unless the offer is rejected by the Candidate or unless you withdraw the offer for the reason that you have since come into possession of information that the Candidate is not suitable for the position offered.
- 6.6 Should the Candidate be unsuitable following the start date, you agree to remain liable to make payment under the relevant invoice for the relevant Fee. In the event that the Fee has already been paid, you agree that we are entitled to retain the Fee paid and we agree to use reasonable endeavours to identify and offer a suitable replacement Candidate within 12 weeks of the start date (the "**Replacement Candidate**"). In these circumstances, the Fee for the Engagement of the Replacement Candidate will be waived by us.
- 6.7 For the avoidance of doubt, in no circumstances shall we be liable to you, whether in, contract tort, negligence, breach of statutory duty or otherwise, for any loss of management time, loss of income, revenue, loss of profits, or contracts, loss of business, or for any special, indirect or consequential loss, costs, damages or expenses, arising out of or resulting from the Candidate being unsuitable which exceed the Fee payable in respect of the relevant Engagement and as outlined in clause 6.1 above.

7. ADVERTISEMENTS

- 7.1 You authorise us to advertise in any medium we deem appropriate to source Candidates where you have issued a requirement for an Engagement to us. In addition we shall provide (at an additional cost) one or more of the advertising services detailed in Schedule 1.
- 7.2 You acknowledge that we are unable to provide these advertising services until you have supplied us with the information, design work, artwork and logos necessary to provide those services. Such information shall be supplied within 5 days of the date you notify us of your requirement for one of the relevant advertising services, or such later date as agreed by ArtsTemps/ArtsJobs.

- 7.3 Where you provide the information, design work, artwork and logos referred to in clause 7.2 above, it must comply with any applicable legal, statutory and/or regulatory requirements, including any applicable codes of practice and not:
- 7.3.1 contain any false, obscene, sexist, homophobic, racist, defamatory, illegal, abusive, threatening, or otherwise discriminatory, offensive or objectionable language or references; or
- 7.3.2 in the University's opinion, be likely to bring the University into disrepute or otherwise damage its reputation.
- 7.4 You are entitled to remove an advertisement from the Site before the advertisement has reached its expiry date, but shall not be entitled to a refund for the time not used.
- 7.5 We reserve the absolute right, without giving any reasons, to decline, cancel or remove any advertisement or provision of Services for any reason and at any time without prior notice.

8. TERMINATION

Without prejudice to any other rights or remedies which we may have, either party may terminate this Agreement without liability to the other, immediately on giving notice to the other if:

- 8.1 you commit a material breach of any of the terms of this Agreement and (if such a breach is remediable) you fail to remedy that breach within 10 working days of being notified in writing of the breach; or
- 8.2 you become insolvent or bankrupt, or we have evidence that you are to be wound up or put under an Administrator or Receiver, in which case we shall be entitled to terminate this Agreement forthwith.

9. FORCE MAJEURE

If either party is prevented from fulfilling its obligations under this Agreement by acts, events, omissions or accidents beyond their reasonable control, including, without limitation, war, national emergency, flood, earthquake, strike or lock-out that party shall not be deemed to be in breach of this Agreement, but shall do everything in its power to resume full performance as soon as possible. If such period of incapacity prevails for a continuous period in excess of three months, this Agreement shall automatically terminate.

10. VARIATION

No variation of the Agreement or these terms shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

11. SEVERANCE

- 11.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or

part-provision shall, either (i) apply with the minimum modification necessary to make it legal, valid and enforceable or (ii) (where (i) is not possible), be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

12. ENTIRE AGREEMENT

- 12.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 12.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Agreement.
- 12.3 Nothing in this clause shall limit or exclude any liability for fraud.

13. RIGHTS OF THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

14. NOTICES

Any notices sent between the parties shall be sent by first class post to the address as given in this Agreement or any formally notified address of the other party. Notices shall be deemed served 48 hours after posting.

- 14.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.
- 14.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address given in this Agreement or, if sent by pre-paid first-class post or recorded delivery, 48 hours after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.3 This clause 14 shall not apply to the service of any proceedings or other documents in any legal action.

15. GOVERNING LAW AND JURISDICTION

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

16. DISPUTES

In the event of any dispute in relation to any matter between the parties each party agrees to mediation. The two parties shall first meet in a good faith in an effort to resolve the dispute. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing (an "**ADR Notice**") to the other party requesting mediation. A copy of the request shall be sent to CEDR Solve.

17. CONFIDENTIALITY

You agree that you shall not divulge or use any information relating to us or the Candidate other than for the purposes of this Agreement and you undertake and warrant that you will:

(a) keep such information confidential for your own reference and for the sole purpose of you evaluating your interests; and

(b) not approach the Candidate's current employer or contact the Candidate (without the Candidate's expressed consent).

I am an authorised representative of the Client and I agree to the Terms and Conditions stated on behalf of the Client.

Signed

Print Name

Position Held

Company

Date

Signed by the Student Employment Coordinator or Head of Creative Careers

Signed

Print Name

Date

SCHEDULE 1

ArtsJobs Advertising Rate Card

Full Colour Advert: a service whereby we display a full colour branded advert. It is your responsibility to supply the artwork to us in one of the following formats JPEG, GIF or PNG.

Graduate Page Sponsorship Banner: a service whereby multiple clients can feature on the banner of the graduate page. The banner rotates with each page that a graduate visits. It is your responsibility to supply the branded advert and if necessary any logos in one of the following formats, JPEG, GIF or PNG, and in the requested dimensions.

E-Shot the ArtsJobs Database: the E-Shot is a branded advert sent to job seekers on the ArtsJobs database. The advert is only sent to job seekers who match the criteria of the Client. It is your responsibility to:

- a) inform us of your requirements;
- b) supply us with the branded artwork in a PDF format;
- c) manage responses to the applications.

Sponsorship of the ArtsJobs Job Fair: The Job Fair takes place twice a year and as well as appearing at the fair, featuring prominently on all marketing material, you will also be entitled to each of the advert types to use within 6 months of [date to be added].

Banners

- a) Graduate banners may link to either your website or as a vacancy advertisement. Homepage banners must not exceed twelve thousand bytes in size and their dimensions must measure 380 x 60 pixels.
- b) Homepage banners will be displayed on a rotational basis and no guarantee is made by ArtsJobs of the number of times on which they will be displayed. You accept that no obligations are imposed on us in this regard.

E-shot

- a) E-Shot is one email, which can be sent any day of the week, unless otherwise stated from Monday to Friday (excluding bank holidays in England and Wales) as agreed between ArtsJobs and the Client.
- b) The sponsored message may contain a link only to a Client's website.
- c) The Client accepts that ArtsJobs cannot guarantee the number of recipients of the E-shot and that no obligations are imposed on ArtsJobs in this regard.

Payment is charged in accordance with the fee scale set out below.

Advert Type	Fee
Full colour job advert	£75 + VAT
Graduate page sponsorship banner	£50 + VAT
E-shot the ArtsTemps database	£45 + VAT
Sponsorship of the ArtsTemps Job Fair	£350 + VAT