

JIK Software Ltd

Advertiser Terms & Conditions

1. Definitions

1. In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise:

Advertisement

any advertisement issued by JIK Software Limited on behalf of the Client;

Advertising Agency

a Client who in relation to the Services is receiving them on behalf of an End Client or is directly or indirectly providing the Services on to an End Client;

Advertising Service

Lineage Advertisements, Display Advertisements, Corporate Brochures, Sponsorship Banners, Jobs-by-Email Sponsorship and Application Forms;

Applicant

a Candidate who applies for a vacancy advertised on the Site;

Candidate

a person who uses the Site for the purpose of finding employment;

Client

the person(s) referred to as such in the Service Agreement;

Conditions

these Standard Terms and Conditions;

Candidate Homepage

a personalised page of the Site where a Candidate may access their own personal details, their CV, and a range of other services;

Contract

the contract for the supply of any Services by JIK Software Limited to the Client comprising these terms & conditions and a Service Agreement;

Corporate Brochure

a web page which contains text, graphics, data, files and links which are used to promote a corporate message;

CV

the curriculum vitae or brief outline details of a Candidate's education, training, skills and employment experience which is provided to JIK Software Limited by a Candidate for distribution to Clients with a view to securing employment;

CV Search

a CV Service which enables the Client to search for and view CVs online using various search criteria;

CV Services

the CV Search;

Display Advertisement

a web page which contains text, graphics, data and files which are used to advertise a single vacancy;

End Client

the person to whom the Client's services are provided;

JobsInKent.com

a division within JIK Software Limited (company number 5106315);

Jobs-by-Email

a service which matches and sends vacancies via email to Candidates who have subscribed to this service;

Jobs-by-Email Sponsorship

the sponsorship of a banner and message of up to a maximum of 20 words on all of the emails that form Jobs-by-Email;

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Lineage Advertisement

a vacancy Advertisement containing text only which is available via online search and once per week via the Jobs-by-Email service;

Live Vacancy Listing

a page of the Site which lists all the currently live vacancy Advertisements of any particular Client;

Logo Button

a button with the Client's name and/or logo on it;

Month

each calendar month during the Term and for these purposes, the first month begins from the Start Date and ends on the day preceding the day numerically equivalent to the Start Date in the following calendar month. If there is no such date in the following calendar month, then the first month ends on the last day of the first month ("Month End Date"). All subsequent months will all have the same Month End Date, or the last day of that subsequent month if earlier. By way of example:

- Example 1, a Contract starts on 24th February. The first month ends on 23rd March. All subsequent months start on the 24th of the month and end on the 23rd of the next month.
- Example 2, a Contract starts on 1st July. The first month ends on 31st July. All subsequent months start on the 1st of the month and end on the last day of the month (either the 28th for February or 29th in leap years, 30th for April, June, September and November, or 31st for January, March, May, July, August, October and December).

Recruitment Agency

an Employment Agency or Employment Business as defined by the Employment Agencies Act 1973 (and all regulations made thereunder);

Refresh

the action of refreshing an advert with a more recent date;

Services

the services which JIK Software Limited has agreed to provide pursuant to the Service Agreement and these Conditions;

Service Agreement

the agreement contract for the supply of any Services by JIK Software Limited to the Client comprising these Conditions and a Service Agreement;

Site

any website operated and maintained by JIK Software Limited which JIK Software Limited may designate for the purpose of the Contract;

Sponsorship Banner

a service whereby a search for a specific word, industry or location on the Site will generate a display of the Client's banner Advertisement;

Start Date

the start date for the provision of the Services as referred to and identified in the Service Agreement for those Services;

Term

the term of the Contract as specified in the Service Agreement;

Vacancy Posting Software

any piece of recruitment related software used to submit vacancy Advertisements to the Site using an email template sent to an email address notified by JIK Software Limited to the Client.

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2. Application of the Terms

1. These Conditions to the exclusion of all previous terms and conditions issued by JIK Software Limited shall apply to any Service Agreement entered into after the date on which these Conditions were posted on the Site.
2. These Conditions are deemed to be fully read, understood and accepted by the Client upon signature of the Service Agreement.
3. No variation or alteration to these Conditions or any representations about the Services shall have any effect unless expressly agreed and confirmed in writing by a director of JIK Software Limited.

3. Services Generally

1. JIK Software Limited shall be entitled at anytime without notifying the Client to make changes to the Services which are necessary to comply with any applicable security or other statutory requirements and shall determine the manner in which the Services are provided.
2. Any intellectual property, ideas, concepts, know-how or techniques developed by JIK Software Limited or obtained during the execution of the Services will be owned exclusively by JIK Software Limited.
3. With effect from the Start Date JIK Software Limited shall provide the Services for the Term subject to the provisions of these Conditions.
4. JIK Software Limited shall not be responsible for any failure to provide the Services, or unavailability of the Site, as a result of circumstances beyond its reasonable control but the Client accepts that it shall still be responsible for the payment of the Fees as if the Services had been properly provided.
5. The Client accepts that:
 1. JIK Software Limited shall not be liable for any failure to provide the Services (or any part thereof) as a result of the Client's failure to comply with the Contract;
 2. if any quota of Services which are to be used with any period of time specified in the Service Agreement are not used within that period of time;
 3. then in each case the Client shall still be responsible for the full payment of the Fees as if the Services had been properly and fully provided (and for the avoidance of doubt JIK Software Limited shall not be liable for providing any unused Services and such Services may not be carried over to any subsequent period).
6. JIK Software Limited will only make available or supply copies of the CVs which have been received by it for distribution to clients of JIK Software Limited solely for the purpose of securing suitable employment for the Candidates and the Client accepts that JIK Software Limited makes no warranty whatsoever as to the availability of the Candidates
7. JIK Software Limited may, at its discretion and without notice, report improper or illegal use of CVs or the Services by the Client to the relevant legal and/or professional bodies including the Department of Employment, the Office of the Information Commissioner and the Recruitment and Employment Confederation.

4. Advertising and Sponsorship Services

If the Services include an Advertisement then the provisions of this clause 4 shall apply thereto.

1. The Client agrees to provide JIK Software Limited, in such a format as JIK Software Limited may request, any information, design work, artwork and logos necessary to enable JIK Software Limited to provide those Services.

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2. JIK Software Limited shall not be obliged to provide those Services until the Client has supplied it with the information, design work, artwork and logos necessary to provide those Services. Such information shall be supplied within 5 days of the date of the Contract, or such later date as agreed by JIK Software Limited. If the Client fails to supply JIK Software Limited with the information then clause 3.5 shall apply.
3. JIK Software Limited shall make such modifications to any Advertisement as are reasonably requested by the Client provided that JIK Software Limited reserves the right to charge at the rate of 50 Pounds Sterling per hour for the time involved in connection with such modifications.
4. Advertisements will become live on the Site only when the Client has approved the design work, set-up, artwork and logos. If a Client has been authorised to approve any design work, artwork or logos on behalf of the End Client, then the Client must provide proof of this in writing to JIK Software Limited on request.
5. The Client accepts that JIK Software Limited cannot guarantee the number of occasions on which any individual Advertisement appears on the Site and that no obligations are imposed on JIK Software Limited in this regard.
6. Subject to clause 5.6, Advertisements placed on the Site may be cancelled and removed following written notification from the Client and will be charged for the Term as described in the Contract as if such cancellation had not occurred and the Services had been properly supplied in full.
7. JIK Software Limited has the right at its sole discretion to decline to publish or omit, suspend or change the position of any Advertisement accepted by it.
8. JIK Software Limited may refuse, withdraw, or require to be amended, any artwork, materials or copy for or relating to an Advertisement which is illegal, immoral, obscene or offensive or so as to comply with the legal or moral obligations placed upon JIK Software Limited or the Client or to avoid infringing a third party's rights or any statutory or regulatory requirements.

5. Lineage Advertisements

If the Services include Lineage Advertisements, the provisions of this clause 5 shall apply thereto.

1. Lineage Advertisements are only available to Clients who are Recruitment Agencies and accordingly, if the Client has requested that JIK Software Limited provides Lineage Advertisement Services:
 1. the Client confirms that it is a Recruitment Agency;
 2. if requested by JIK Software Limited the Client will promptly provide to JIK Software Limited such evidence as JIK Software Limited requests to prove that the Client is a Recruitment Agency;
 3. JIK Software Limited shall not be obliged to provide the Services (or shall be entitled to suspend them) until the Client has provided such evidence.
2. All Lineage Advertisements are to be entered online by the Client or sent in the JIK Software Limited email template to an email address notified by JIK Software Limited to the Client.
3. Lineage Advertisements will be sent out to all relevant Candidates on a weekly basis via the Jobs-by-Email service for each week that they are live on the Site.
4. Lineage Advertisements will remain live on the Site and available for searching via the internet for the number of weeks requested by the client, but in all circumstances up to a maximum of 52 weeks, where a single week equals one Lineage Advertisement.
5. Any Lineage Advertisement placed on the Site may be expired and removed by the Client and will be charged for the remainder of that Month as if such cancellation had

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not occurred and the Services had been properly supplied in full. The Client will not be charged for any unused Lineage Advertisement.

6. JIK Software Limited will use reasonable endeavours to procure that Lineage Advertisements will become live on the Site within 1 hour of submission to the Site.
7. JIK Software Limited may edit, remove or refuse to publish any Lineage Advertisement:
 1. containing unnecessarily repeated words or phrases which cause a false positioning in the search results seen by a Candidate;
 2. advertising products, services, businesses or websites, including, but not limited to, franchises, pyramid selling, network marketing, multi-level marketing and 'get rich quick' schemes.
8. If requested by the Client, JIK Software Limited shall send an email to the Client to remind it that a particular Lineage Advertisement is about to expire on the Site. The Client accepts that if it replies to such a requested email in any way the relevant Lineage Advertisement will be renewed by an automated system linked to the reply email address and such renewal shall be on the same terms as set out in the original Service Agreement relating to that Lineage Advertisement (as amended by the terms of that email). It is the Client's responsibility to ensure that they do not respond to that email in any way (whether manually or by means of an automatic system) if it does not want to renew the relevant Lineage Advertisement
9. Where the Client chooses to use Vacancy Posting Software to submit a Lineage Advertisement to the Site, the Client accepts that any malfunction of, or change to, the Vacancy Posting Software or its incompatibility with JIK Software Limited's systems causing incorrect, missing or multiple submissions to the Site is entirely the responsibility of the Client and the Client agrees that any quota of Services used and Fees incurred will be payable in full.

6. **Display Advertisements and Corporate Brochures**

If the Services include Corporate Brochures or Display Advertisements, the provisions of this clause 6 shall apply thereto.

1. Corporate Brochures and Display Advertisements shall be provided in the form supplied by the Client to JIK Software Limited provided that they comply with the provisions of this Contract. Subject to clause 4.3, JIK Software Limited shall make such modifications to any Corporate Brochures or Display Advertisements as are reasonably requested by the Client.
2. In relation to Display Advertisements:
 1. Display Advertisements will remain live on the Site for the Month.
 2. A Display Advertisement shall contain the details of no more than a single vacancy;
 3. JIK Software Limited will convert each vacancy described in a single Display Advertisement to a Lineage Advertisement for the purposes of distributing through the Jobs-By-Email service.
 4. Display Advertisements may link only to a Client's Corporate Brochure or Live Vacancy Listing or vacancy Advertisement or contact details but may not contain a link, or references, to the Client's Web Site.
 5. Display Advertisements may contain up to a maximum of 2500 characters of text.
 6. Display Advertisements will be sent out to all relevant Candidates on a weekly basis via the Jobs-by-Email service and to any new relevant Candidates registered for each week it is live on the Site.
 7. A Logo Button located on the JIK Software Limited pages for relevant Candidates will link to each Display Advertisement.
3. In relation to Corporate Brochures:
 1. Corporate Brochures will remain live on the Site for the Month.

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2. Corporate Brochures may contain one link to the Client's website and a link to the Client's Live Vacancy Listing.
3. Corporate Brochures may contain up to a maximum of 2500 characters of text.
4. A Logo Button will be located on the home page of the Site and the JIK Software Limited pages for relevant Candidates and these Logo Buttons will link to each Client's primary Corporate Brochure.
4. Logo Buttons will not exceed three thousand bytes in graphic size and will be static.
5. Logo Buttons may be displayed on a rotational basis and no guarantee is made by JIK Software Limited of the number of times on which they will be displayed and the Client accepts that no obligations are imposed on JIK Software Limited in this regard whatsoever.

7. **Sponsorship Banners**

If the Services include Sponsorship Banners, the provisions of this clause 7 shall apply thereto.

1. Sponsorship Banners may link to either a Corporate Brochure or a Live Vacancy Listing or a vacancy Advertisement.
2. Sponsorship Banners must not exceed five thousand bytes in size and their dimensions must measure 93 x 46 pixels.
3. Sponsorship Banners designed by JIK Software Limited will be static banners. Animated banners may be used if they are supplied complete to JIK Software Limited by the Client at the Client's own expense and conform with the parameters set out by JIK Software Limited. JIK Software Limited will not accept any banners produced in Flash graphics.
4. Sponsorship Banners are live on the site for the period of one week.

8. **Jobs-By-Email Sponsorship**

If the Services include Jobs-by-Email Sponsorship, the provisions of this clause 8 shall apply thereto.

1. Jobs-by-Email Sponsorship is for one day of the week (excluding bank holidays in England and Wales) as agreed between JIK Software Limited and the Client.
2. The sponsored message may contain a link only to a Client's website, Corporate Brochure or Live Vacancy Listing or any individual vacancy Advertisement.
3. The Client accepts that JIK Software Limited cannot guarantee the number of recipients of the Jobs-by-Email Sponsorship and that no obligations are imposed on JIK Software Limited in this regard.

9. **CV Services**

If the Services include CV Services, the provisions of this clause 9 shall apply thereto.

1. The Services are subject to any instructions from a Candidate that his or her details should or should not be made available to the Client. In the event that JIK Software Limited has reason to believe or suspect that its CV Services are being abused by the Client, including but without limitation to the breach of this Clause 9, JIK Software Limited reserves the right to immediately suspend or terminate the Contract.
2. The CV Service will (under normal circumstances) be available to the Client at all times and will allow the Client access to all CVs on the Site.
3. JIK Software Limited cannot guarantee the minimum number of new CVs available on any CV Service on any given day.
4. JIK Software Limited will (under normal circumstances) ensure that CVs are made available to the Client via CV Service within one working day of receipt of the CV from a Candidate, or searchable online within one hour of receipt of the CV from a Candidate online.

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5. In relation to the CV Services the Client shall ensure that no automatic extraction software (to include software tools commonly known as robots and spiders) or any other means, are engaged or deployed, either on a temporary or a permanent basis, or unless specifically requested by the Client and approved in writing by a director of JIK Software Limited, to facilitate the downloading or capturing of volume quantities of CVs from the JIK Software Limited database irrespective as to which CV Service has been purchased from JIK Software Limited.
6. The CV Service is available for a week unless specified in the agreed Contract.

10. Multi-Posting Services

1. The Client accepts that neither JIK Software Limited nor the multi-posting service is responsible for:
 0. the establishment or maintenance of any account held with a third-party notice-board supplier;
 1. any errors, omissions, duplicate entries or faults caused by third-party notice-board suppliers.

11. Client's Obligations

1. The Client hereby undertakes and warrants to JIK Software Limited that:
 1. in relation to any Advertisement the Client enters into the Contract as a principal notwithstanding that the Client may be acting directly or indirectly for an End Client;
 1. the reproduction and/or publication of the Advertisement by JIK Software Limited as originally submitted or as amended will not breach any agreement or infringe or violate any right of any person or render JIK Software Limited liable to any proceedings whatsoever and the Client indemnifies JIK Software Limited against all costs, claims, damages, loss, expenses and liabilities suffered or incurred by JIK Software Limited as a result of this undertaking and warranty being incorrect;
 2. any information supplied by the Client in connection with the provision of the Services is accurate, complete and true;
 3. in respect of any Advertisement which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Client has obtained the authority of such living person to make use of such name, representation and/or copy;
 4. each Advertisement is legal, decent, honest and truthful and complies with all applicable laws, rules, regulations and codes relating to advertising as may be appropriate;
 5. each Advertisement issued or caused to be issued by the Client shall mention, in either audibly spoken words or easily legible characters, the full name of the agency or employment business, and whether the services it advertises are those of an agency or an employment business, as the case may be;
 6. the Client may not issue or cause to be issued an Advertisement about positions which hirers seek to fill unless the agency or employment business has:
 - a. information about specific positions of all types to which the advertisement relates; and
 - b. in relation to each such position, the authority of the Client concerned to find job-seekers for that position, or the authority of an Agency or employment business, which has such authority to issue the Advertisement or cause it to be issued.

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7. where it is an Advertising Agency it is authorised by the End Client to place the Advertisement with JIK Software Limited or other online notice-board, posted to via a Multi-Posting Service;
 8. no Advertisement contains any data, image or other material which:
 - a. is offensive, obscene or indecent, or capable of being resolved into obscene or indecent images or material;
 - b. is defamatory, threatening or racially, ethnically or otherwise objectionable;
 - c. is designed or likely to cause annoyance, inconvenience, unwanted attention or needless anxiety to any other person;
 - d. infringes the rights (including, without limitation, the intellectual property rights) of another person;
 - e. is designed or likely to cause disruption to any computer system or to any network;
 - f. is illegal or designed or likely to induce an illegal act;
2. The Client:
1. acknowledges that the Client and JIK Software Limited may agree that JIK Software Limited can accept instructions in relation to the Services (without having to refer to the Client) from any of the following persons ("Authorised Users"):
 1. agreed between JIK Software Limited and the Client to be an Authorised User; and
 2. any person to whom the Client or any Authorised User provides passwords or is set up as an authorised user of the Services by using facilities offered by JIK Software Limited for such purposes;
 3. agrees that it will procure that it and all Authorised Users keep confidential and do not disclose to any person any passwords used by them in relation to the Services;
 2. agrees that it will be responsible for any misuse of all such passwords.
3. The Client shall;
1. where it is a Recruitment Agency, comply in all respects with the Employment Agencies Act 1973 (and all regulations made thereunder) and all statutes, rules, regulations, codes of practice and legal requirements to which the Client is ordinarily subject in respect of its receipt and processing of CV's and related matters;
 2. where it is an Advertising Agency, shall ensure that the Services provided are solely utilised for a single End Client;
 3. use all CVs supplied pursuant to the Contract and the Services for the sole purpose of endeavouring to provide or locate suitable employment on behalf of Candidates;
 4. ensure that it is notified as a data controller to the Office of the Information Commissioner under the Data Protection Act 1998 to the extent that it applies and complies with its obligations under that Act;
 5. keep confidential the CVs and all other information supplied by JIK Software Limited or Candidates to the Client or its employees or agents and shall only use such information for such agreed purpose if endeavouring to seek or provide employment opportunities for Candidates with their express consent in respect of the CVs;
 6. obtain the express consent of a Candidate prior to submitting his or her CV to any person.
 7. not submit, copy, supply, re-sell, distribute or make available in any way any CVs or other information received from JIK Software Limited to any person provided that where the Client is a Recruitment Agency it may make CV's available to its

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genuine customers who intend to recruit such Candidates for their own employment:

8. not discriminate between persons endeavouring to secure employment and shall not engage in any illegal discriminatory practices whether by reason of race, sex or disability;
9. be responsible for selecting only suitable Candidates and taking up references and satisfying itself as to the suitability of any Candidate for any particular position.
10. be responsible for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by JIK Software Limited arising out of the Client's misuse of information on CVs.

12. Liability

1. JIK Software Limited will not be liable (whether in contract or tort) for:
 1. any loss of copy, artwork, photographs, data or other materials that the Client supplies to JIK Software Limited and the Client shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes it may require;
 2. any mistakes or errors whatsoever that arise during the course of publication of any Advertisement or any loss of information or data or any damage thereto in each case as a result of circumstances beyond its reasonable control or which arise as a result of the acts or omissions of the Client;
 3. for any loss of profit, loss of revenue or contracts or any indirect, special, economic or consequential loss (whether caused by the negligence of JIK Software Limited, its employees or agents);
 4. any delay, costs, expense, loss (including loss of profit), damage or liability (including without limitation as a result of any hardware failure, provision or use of software, virus, deletion, corruption, loss or removal of data) howsoever caused arising from any matter beyond the reasonable control of JIK Software Limited or as a result of the acts or omissions of the Client;
 5. any loss or damage whatsoever (including loss of profits) howsoever caused arising out of the negligence, dishonesty, misconduct, breach of faith, incompetence, lack of, suitability of or the wrongful disclosure of confidential information by, any Candidate or Applicant. It is for Client to satisfy itself as to the availability, suitability, standard of skill, integrity and reliability of all Candidates or Applicants for any particular job.
2. In no event shall JIK Software Limited' liability to the Client under or in relation to the Contract (whether in contract or tort) exceed the amount of the Fees.
3. Nothing in this Contract will restrict or exclude JIK Software Limited' liability for death or personal injury caused by its own negligence.
4. The Client agrees and acknowledges that save as expressly provided in the Contract no condition, warranty or representation of any kind is, has been, or will be, given by or on behalf of JIK Software Limited in respect of or in connection with the Services or the Contract and accordingly the Client confirms that it has not, in entering into the Contract, relied on any condition, warranty or representation by JIK Software Limited or any person on its behalf, express or implied, whether arising by law or otherwise in relation to or in connection with the Services or the Contract. The benefit of any such condition, warranty or representation by JIK Software Limited is hereby irrevocably and unconditionally waived by the Client.

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13. Payment Provisions

1. JIK Software Limited will invoice the Client for the Fees in accordance with the terms of the Contract, subject to clause 13.2 below.
2. All sums due in respect of the Fees are exclusive of any value added tax or other applicable sales tax, for which the Client shall be additionally liable.
3. All sums due in respect of the Fees are to be paid, in full, within 30 days.

14. Termination and Cancellation

1. Subject to the provisions of the Contract, the Services shall be provided for the Term.
2. The Contract and these Conditions apply for the Term unless terminated under this Clause 13.
3. Either party may, at its sole discretion, terminate the Contract at any time by notice in writing to the other party (the "Defaulting Party") if:
 1. the Defaulting Party fails to pay to the other party any amount when due; or
 2. if the Defaulting Party is in breach of the Contract and fails to remedy such breach within 14 days of notice from the other party requiring it to be remedied.
4. JIK Software Limited may suspend the Services and/or terminate the Contract by notice in writing to the Client if it believes that any acts or omissions in connection with the Contract of a Client that is a Recruitment Agency constitute or lead to breach of the Employment Agencies Act 1973 or any regulations made thereunder.
5. Upon termination of the Contract the provision of the Services shall immediately cease and the full amount of any sums owing to JIK Software Limited by the Client in respect of the Services, whether or not provided, shall become payable with immediate effect.
6. The Client shall be responsible for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by JIK Software Limited arising out of the Client's breach of its obligations under the Contract (including, without limitation, on a solicitor and own client basis, any legal fees and disbursements reasonably incurred by JIK Software Limited).

15. Notices

1. Notice required or permitted to be given under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other relevant address as may at the relevant time have been notified pursuant to this provision to the other party giving the notice;
2. The Client is responsible for notifying JIK Software Limited of any changes to its email address. Such notification shall request an acknowledgement of receipt and shall be confirmed in writing and sent to JIK Software Limited by first class post or by facsimile.

16. General

1. The Client shall not be entitled to assign the Contract nor any or all of its rights and obligations hereunder.
2. If any provision of these Conditions shall be invalid or unenforceable, it shall not affect any other provision, which shall remain in full force and effect.
3. The Contract constitutes the entire agreement between the Client and JIK Software Limited in respect of the Services.
4. Any waiver by JIK Software Limited of any breach of, or any default under, any provision of the Contract by the Client will not be deemed to be a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

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5. Failure or delay by JIK Software Limited in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
6. The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17. Law

1. These Conditions and any contract into which these Conditions are incorporated, shall be governed by and construed in accordance with English law and the parties submit to the non exclusive jurisdiction of the English courts.

This schedule replaces all previous schedules to these terms and conditions.