

## **Client Specification**

The purpose of this specification (“Specification”) is to describe and explain the services AdCam offers, and the limitations of liability. The Specification is as defined and referred to in the terms and conditions for the supply of AdCam’s services (“the T&Cs”).

Some points below are also described in the T&Cs and where a point in the Specification is not specifically set out therein, it is considered to be in addition to the T&Cs. By agreeing to this Specification, you are also agreeing to the T&Cs and vice versa.

AdCam Jobs is the trading name of AdCam Jobs Ltd (“AdCam”), a company registered in the UK, with its registered office at 46 The Green, South Bar Street, Banbury, Oxfordshire, OX16 9AB and company number 11269486. “We”, “us”, “our” and “ours” refer to AdCam.

You are a client or potential client of ours and the recipient of this Specification, and “you” “your” and “yours” refer to you.

AdCam is an online advertising and employee selection service and it operates outside the Conduct of Employment Agencies and Employment Business Regulations. By opening an account and/or requesting an advertising campaign, and/or a headhunting campaign (together referred to as a “Service” or the “Services”), a client shall be deemed to have accepted the Specification. Upon acceptance and, in consideration of the mutual benefits set out herein, it is agreed as follows:

### **1. Advertising Campaign**

AdCam provides an online candidate-sourcing and recruitment service (“Advertising Campaign”) for a fixed fee (clause 4), which includes the following:

1.1 professional review and revision of your request for the advertisement of a vacancy (“Advertisement Request”) to ensure maximum exposure of your vacancy to relevant jobseekers (“Candidates”).

1.2. publishing the AdCam approved advertisement (“Advertisement”) to a number of well-known premium online job boards, including national and industry-specific job boards, and maintaining the Advertisement on such job boards for a period of between 7 and 28 days.

1.3. the Advertisement will be live on the job boards for a period of between 7 and 28 days depending upon the job boards used, the last live day of advertising being the “End Date”.

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1.4. updating the AdCam summary (“Summary”) with all CVs submitted in response to the Advertisement and providing full access to Candidates’ details that are held by AdCam.

1.5. a filtering service for CVs via the Summary in order to assist with the client’s management of the recruitment process.

### **2. Headhunting Campaign**

For an additional fee (see clause 4), the client can purchase an enhanced service (“Headhunting Campaign”) which includes the Service set out in clause 1 of this Specification, plus the following:

2.1. AdCam will target and approach any Candidates the client considers suitable on it’s behalf

2.2. 15 Candidate profiles will be identified and, subject to the client’s approval, contacted by AdCam.

### **3. Administration Only**

For a lower fee (see clause 4), the client can purchase a reduced service (“Administration Only”), which includes all the administrative Services set out in clause 1 of this Specification, less the Advertisement.

### **4. The Account**

4.1. In order to submit an Advertisement Request, the client must create an account, provide the requested information about the client and purchase credit(s) and/or premium credits(s) and/or admin credit (s) (see clause 4).

4.2. A client can create only one account. Multiple accounts are not permitted. However, multiple users from a client can be registered, once an account has been created.

4.3. AdCam will be entitled to act upon all instructions and information provided to it via an account from any registered user of the account.

4.4. AdCam will retain the information provided by the Client and will use it for the purposes of providing the Service(s) to the client, and for providing marketing information to the client in relation to AdCam’s activities and those of third parties. AdCam may also provide this information to third parties for the purposes of its marketing.

### **5. Fees and Payments**

5.1. In order to submit an Advertisement Request and receive the Service(s), the client must purchase the requisite credits.

5.2. The client will be given the option of purchasing:

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5.2.1. single/multiple Advertising Campaign(s) at £1,000 plus VAT each (“Credit”);

5.2.2. single/ multiple Headhunting Campaign(s) at £1,500 plus VAT each (“Premium Credit”);

5.2.3. single/multiple Administration Only at £500 plus VAT each (“Admin Credit”) and/or

5.2.4. a bespoke package, the specification of which will be agreed in writing with AdCam in advance.

5.3. Credits and Premium Credits are valid for a period of 1 month from the time of purchase. If not used during that period (i.e. by submitting an Advertisement Request), they will expire and no longer be valid for the purpose of making an Advertisement Request. The client will not be entitled to any refund for credits purchased but not used.

### **6. Advertisement Request**

6.1. The client must provide certain information about itself and the vacancy within the Advertisement Request, including:

6.1.1. the client’s full corporate name, address and registered number, or (if it is not incorporated) its full trading name and address, and the nature of its business;

6.1.2. the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;

6.1.3. the experience, training, qualifications and any authorisations which are required by the client, including any qualifications or authorisations required by law or any applicable professional body;

6.1.4. the minimum rate of remuneration and any other benefits

6.2. Where the same vacancy is to be advertised for multiple locations or in multiple sectors, the client will be required to purchase one Advertising Campaign or Headhunting Campaign for each location or sector.

6.3. The content of the Advertisement Request must comply with all applicable legal requirements, including (in particular) those relating to discrimination and it must be a true and accurate reflection of the vacancy.

6.4. It is the responsibility of the client to ensure that the information submitted with the Advertisement Request is accurate.

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6.5. In submitting an Advertisement Request, the client authorises AdCam to advertise the vacancy without further notice to the client on AdCam's preferred online job boards.

6.6. Upon AdCam receiving an Advertisement Request that does not comply with the above requirements, or provides inadequate or insufficient information about the client and/or the vacancy, AdCam may at its absolute discretion choose to amend the content to comply with such requirements with or without the client's prior approval, send a request that the client provides the additional information required or reject the Advertisement Request.

### **7. The Advertisement**

7.1. Upon the Client submitting a compliant Advertisement Request, AdCam will make any changes it considers appropriate to: (a) optimise the Advertisement; and/or (b) meet the parameters required by a specific job board.

7.2. Prior to publishing the Advertisement, AdCam may at its discretion send it back to the client with any proposed changes for the Client's approval.

7.3. Within 24 hours of approval of the Advertisement by AdCam and/or the client, AdCam will publish the Advertisement on a number of well-known premium online job boards, including national and industry-specific job boards. AdCam will use its experience of the recruitment market to select appropriate job boards and job categories for the Advertisement, at its absolute discretion.

7.4. The preferred online job boards of AdCam change from time to time. Certain job boards may no longer be available after Credits or Premium Credits have been purchased as were previously available.

7.5. The Advertisement will be made available for the period allowed by each job board. This can vary between 7 days and 28 days, although such periods are subject to change.

7.6. The Advertisements will carry the branding of AdCam or third parties who work with AdCam.

7.7. Once an Advertisement has been published on a job board, it cannot be changed. If the client wishes to amend an Advertisement after it has been published, the client will need to purchase a new Advertising Campaign or Headhunting Campaign, and submit a new Advertisement Request.

7.8. The client may withdraw an Advertisement for any reason at any time and AdCam will comply with any such request within a reasonable period. The client will not be entitled to a refund for any Credits purchased for a withdrawn Advertisement.

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### **8. The Summary**

8.1. The client will receive applications for the advertised vacancy via AdCam.

8.2. AdCam will pass on all CVs that have been submitted in response to the Advertisement. CVs will not be stored by AdCam. In the event that the client requires copies of CVs beyond the campaign period stated in clause 1.6, an additional fee will be payable to AdCam. Such fee will depend upon the information sought and will be negotiated on a case-by-case basis.

8.3. The client can engage (on any basis) any number of Candidates who submit CVs in response to the Advertisement, without paying any additional fees.

8.4. AdCam will periodically summarise the responses to the Advertisement in the Summary, filtering rejected candidate and candidates who pass the AdCam screening process using a star rating system.

8.5. The client can choose to contact any Candidate(s) direct.

8.6. AdCam may change, update and/or enhance the Summary from time to time, at its absolute discretion.

### **9. Applications**

9.1. Applications may come to AdCam direct or via third party systems.

9.2. AdCam does not guarantee that back-up copies of Applications will be available and is not responsible for losses, if copies are unavailable for any reason.

9.3. The Applications are available for the personal use of the client and they must not be provided to any third parties.

9.4. AdCam does not guarantee that an Advertisement will result in a suitable candidate being found. Credits and/or Premium Credits will not be refunded, if suitable candidates are not found.

### **10. Client's Acknowledgments**

10.1. The client acknowledges that AdCam does not verify information provided by candidates, at any stage, and it is not responsible for inaccurate or misleading information provided by candidates.

10.2. The client is responsible for the selection of candidates, for taking up references, where relevant, and for ensuring that a candidate holds valid qualifications and is entitled to work in the relevant location. It is the sole responsibility of the client to satisfy itself as to the suitability of any candidate for the vacancy.

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10.3. On an occasion that the client does not fill a vacancy following the Advertisement, it acknowledges that it will not be entitled to any refund or future discount.

### **11. Data Protection compliance**

11.1. Data protection and data processing is as set out in clause 7 of the T&Cs. Where specific points mentioned below are not covered in the T&Cs, they are considered to be in addition to the T&Cs;

11.2. To the extent that any data or information belonging to the client is personal data within the meaning of the Data Protection Legislation (as defined in the T&Cs):

11.2.1. AdCam will process such data and information only in accordance with the Client's instructions;

11.2.2. AdCam will not transmit such data and information to a country or territory outside the European Union without the client's prior written consent; and

11.2.3. AdCam will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of (or damage to) such data and information, as are appropriate to the client as data controller.

### **12. Confidentiality**

12.1. Confidentiality is as set out in clause 11.3 of the T&Cs.

12.2. All information provided to and work undertaken for the client by AdCam is provided on a confidential basis.

### **13. Warranties, liability and indemnities**

13.1. Limitation of liability is as set out in clause 8 of the T&Cs. Where specific points mentioned below are not covered in the T&Cs, they are considered to be in addition to, the T&Cs.

13.2. The client accepts and agrees that AdCam gives no warranty as to the suitability of any candidate for any vacancy.

13.3. AdCam does not represent, warrant or undertake to find a suitable or any candidate for any vacancy advertised.

13.4. Neither AdCam nor any of its staff will be liable to the client for any loss, injury, damage, expense or delay incurred or suffered by the client arising directly or indirectly from or in any way connected with the engagement of a candidate

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whose CV is submitted in response to an Advertisement, unless such loss, damage, costs or expense is the direct result of the negligent act or omission of AdCam.

13.4. In particular but without limitation, AdCam will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:

13.4.1. any failure of the candidate to meet the client's requirements for all or any of the purposes for which the candidate is required by the client;

13.4.2. any act or omission of a candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or

13.4.3. any loss, injury, damage, expense or delay suffered by a candidate.

13.5. Except in the case of death or personal injury caused by AdCam's negligence, the liability of the AdCam under or in connection with this Specification, whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, will not exceed £1,000.

13.6. Neither party will be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever, incurred or suffered by the other of an indirect or consequential nature, including any economic loss or other loss of turnover, profit, business or goodwill.

13.7. The client will indemnify and hold harmless AdCam from and against all claims and losses arising from loss, damage, liability, injury to AdCam, and its employees and third parties, by reason of or arising out of:

13.7.1. any loss, injury, damage, expense or delay suffered or incurred by a candidate, however caused; and/or

13.7.2. any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the act and omission of a candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise, that arises directly or indirectly out of or in any way connected with the engagement or use of a candidate, the withdrawal by the client of a vacancy and/or cancellation of an Advertisement, any information supplied by the client to AdCam or the client's breach of this Specification.

### **14. Termination**

Without prejudice to the other remedies or rights a party may have, AdCam may terminate this agreement, at any time, on written notice to the Client:

14.1. if the client is in breach of its obligations under this agreement and, if the breach is capable of remedy within 5 working days, the breach is not remedied

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with 5 working days of the client receiving notice, which specifies the breach and requires the breach to be remedied;

14.2. the client fails to pay any sums due to AdCam by the agreed date;

14.3. the client is using the Services for a/any use which AdCam, exercising its absolute discretion, considers improper or damaging to it and/or AdCam generally.

On termination, the client will pay for all Services provided up to the date of termination, for which payment has not yet been received by AdCam.

### **15. General**

15.1. Neither party shall have any liability under or be deemed to be in breach of this Specification for any delay or failure in performance that result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so;

15.2. No amendment or variation of this Specification will be valid unless confirmed as agreed, in writing, by an authorised signatory of each party;

15.3. Neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Specification without the prior written agreement of the other party;

15.4. No failure or delay by AdCam in exercising any right, power or privilege under this Specification will impair the same or operate as a waiver of the same, nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Specification are cumulative and not exclusive of any rights and remedies provided by law.

15.5. This Specification will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Specification. Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.

15.6. If any provision of this Specification is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Specification and rendered ineffective without modifying the remaining provisions of this Specification, and will not in any way affect any other circumstances, or the validity or enforcement, of this Specification.

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15.7. No party will issue or make any public announcement or disclose any information regarding this agreement unless, before such public announcement or disclosure, it furnishes the party with a copy of such announcement or information and obtains the approval of such party to its specification. However, no party will be prohibited from issuing or making any such public announcement or disclosing such information, if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

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