

Site Terms and Conditions of Use

1. General

- 1.1 These site terms and conditions of use ("Site Terms") will govern your use of the www.na-recruitment.com website ("NAR Site") and your relationship with Nord Anglia Recruitment Ltd. ("NAR", "we" or "us").
- 1.2 Please read these Site Terms carefully as they affect your rights and liabilities under the law. If you do not agree to these Site Terms, please do not use the NAR Site. If you have any questions on these Site Terms, please contact [].
- 1.3 These Site Terms are in addition to and not in substitution for our Standard Terms of Business listed below.
- 1.4 Where NAR introduces either by mail, telephone or email any candidate/applicant for a temporary assignment or permanent employment then the said introductions shall be subject to NAR's standard terms and conditions of business listed below ("Standard Terms of Business") (as applicable):
 - Nord Anglia's Terms and Conditions of Engagement (November 2006)
 - Agreement Relating to the Provision of Recruitment Services
 - Standard Terms and Conditions of Business (February 2007) for Introduction and Supply of Temporary Workers
 - Standard Terms and Conditions of Business (February 2007) for Introduction of Permanent Staff to be Directly Employed by the Client
- 1.5 We will provide all our clients with a copy our Standard Terms of Business applicable to them at the point of registration or following registration. These can be accessed by clicking on the link above.

2. Your use of the NAR Site

- 2.1 We operate the NAR Site to assist you at every stage of the recruitment process. The NAR Site is provided for your personal use subject to these Site Terms. By accessing or using the NAR Site, you agree to be bound by these Site Terms.
- 2.2 You may not use the NAR Site for any of the following purposes:
 - a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - b) transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - c) interfering with any other person's use or enjoyment of the NAR Site; or
 - d) making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner;
 - e) transferring or posting any material which contains any virus or other disabling devices which interferes or may interfere with the operation of the NAR site;

- f) alter or delete any information which you have no authority to alter or delete.
- 2.3 You will be responsible for all our losses and costs resulting from your breach of clause 2.2.
- 2.4 By submitting information through the NAR Site you agree and acknowledge that while we may contact you in response to the information you provide, we are not obliged to provide you with any particular product or services.
- 2.5 In addition to the above, if you are an employer/prospective employer you agree and accept that the NAR Site is open to all its customers and will contain profiles of applicants/candidates looking for jobs. You undertake to treat all applicant/candidate profiles as confidential and not use applicant/candidate profiles for any purpose other than to search for and find applicants/candidates to fulfil specific job opportunities. You must not share, copy or transmit to a third party any applicant/candidate data unless you have unambiguous evidence of consent from the applicant/candidate for such transfer. You shall indemnify and hold as harmless for any and all liability howsoever arising which we incur from your breach of this clause 2.5.

3. Registration

- 3.1 In order for us to assist you, you must register on the NAR Site. If you register, you must ensure that the details you provide on registration or at any time thereafter are correct, complete and up to date.
- 3.2 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.
- 3.3 If you register to use the NAR Site you will be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it to or share it with anyone. If you know or suspect that someone else knows your password you should amend it immediately.
- 3.4 If we have reason to believe that there is likely to be a breach of security or misuse of the NAR Site, we may require you to change your password or we may suspend your account.

4. Right to suspend or cancel your registration

- 4.1 We reserve the right to suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Site Terms or the Standard Terms of Business.
- 4.2 You can cancel your registration at any time by logging onto the NAR Site through the [].
- 4.3 Suspension or cancellation of your registration and your right to use the NAR Site will not affect either party's statutory rights or liabilities.

5. No Warranty

We make no representation or warranty in respect of any of the following:

- 5.1 the existence or availability of any appointment advertised on the NAR Site;
- 5.2 that any prospective employer, employer or client will ask for your CV, ask to interview you or recruit you;
- 5.3 that any prospective employer, employer or client will keep confidential any of your information or data provided to that employer or client;
- 5.4 the final terms and duration of any appointment obtained;
- 5.5 quality, fitness for purpose, completeness, accuracy or up-to-datedness of any information;
- 5.6 availability or suitability of any applicant/candidate whose profile appears on the NAR Site;
- 5.7 that you will find an applicant/candidate to fill a particular job vacancy using the NAR Site.

6. Availability of the NAR Site

- 6.1 We cannot guarantee that the NAR Site will be fault-free. If a fault occurs in the NAR Site you should report it to the NAR Team on 0845 3030234 or via e-mail to info@nordangliarecruitment.com. We will attempt to correct the fault as soon as we reasonably can. If we are informed of any inaccuracies on the NAR Site we will attempt to correct such inaccuracies as soon as we reasonably can.
- 6.2 Your access to the NAR Site may be occasionally restricted or interrupted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore access to the NAR Site as soon as we reasonably can.

7. Intellectual Property

All information and material incorporated within the NAR Site is owned by or licensed to NAR. You may retrieve and display the content of the NAR Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of information, materials or content on the NAR Site without written permission from us.

8. Our Liability

- 8.1 To the maximum extent permitted by applicable law, we exclude all liability howsoever arising from any inaccuracy, failure of performance, error, omission, interruption, deletion, defect, delay in operation, computer virus, destruction, unauthorised access, etc. Under no circumstances shall we be liable to you for any loss or damage suffered (both direct and indirect losses) arising from your use of the NAR Site.

- 8.2 Nothing in these Site Terms seeks to limit our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.
- 8.3 We shall not be responsible for any breach of these Site Terms caused by circumstances beyond our reasonable control.

9. Miscellaneous

- 9.1 You may not transfer any of your rights under these Site Terms to any other person.
- 9.2 You agree and accept that your present employer may access the NAR Site. You unconditionally waive any and all claims you may have against us as a result of any loss you may suffer as a result of your profile/information being displayed on the NAR Site.
- 9.3 We may update, amend and/or change these Site Terms from time to time for legal or regulatory reasons or to allow the proper operation of the NAR Site. We will make reasonable efforts to notify you of any such updates, amendments or changes. The updates, amendments and/or changes will apply to the use of the NAR Site after we have given notice. If you do not wish to accept the new Site Terms you should not continue to use the NAR Site. If you continue to use the NAR Site after the date on which the updates, amendments and/or change comes into effect, your use of the NAR Site will be deemed to be your agreement to be bound by the updated, amended and/or changed Site Terms.

10. Governing Law and Jurisdiction

These Site Terms shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the jurisdiction of the courts of England and Wales.

The NAR Site is owned and operated by:

Nord Anglia Recruitment Ltd. Registered in England and Wales. Company Registration No. 2339350. Registered office: Anglia House, Carrs Road, Cheadle, Cheshire, SK8 2LA.