

Shaker Prolink Standard Terms and Conditions – 2005 ©

1. Definitions

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

Advertisement

any Advertisement issued by Shaker on behalf of the Client;

Applicant

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

Application

an Application made by a Candidate to a vacancy advertised on the Site;

Applicant

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

Candidate/Jobseeker

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

Client/Recruiter

the person(s) who have signed a Service Agreement for use of the Shaker Site and Services;

Conditions

these Standard Terms and Conditions;

CV

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

CV Online

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

End Client

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

My Prolink

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

Prolink Service

My Prolink, Jobseekers and Recruiters;

Registration

the process a Candidate completes in order to store and save their details and CV on Shaker Site, for the purposes of securing employment;

Services

the Services which Shaker has agreed to provide to the Client and the Services which are available on the Site for use by Candidates;

Service Agreement

the service agreement entered into between the Client and Shaker;

Shaker

Shaker UK Limited (company number 4544443);

Site

the Site at www.shaker-uk.com or any other website operated and maintained by Shaker from time to time;

1.2 In these Conditions:

1.2.1. references to any statute or statutory provision shall, unless the context otherwise requires be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.2. references to the masculine include the feminine and the neuter and the singular include the plural and vice versa as the context admits or requires;

1.2.3. words importing persons include individuals, bodies corporate and unincorporate; and

1.2.4. headings will not affect their construction.

2. Application of the Terms

2.1. These Conditions to the exclusion of all previous terms and conditions issued by Shaker shall apply to any Candidate who uses Shaker after the date on which these Conditions were posted on the Site.

2.2. These Conditions are deemed to be fully read, understood and accepted by the Candidate upon acceptance of these Conditions during Registration, or in the case of a Candidate who has not completed Registration, when an Application is made.

2.3. 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 Shaker.

3. Services Generally

3.1. Shaker does not act an Employment Agent or Employment Business on behalf of any Client, Candidate or other user of the Site and any such relationship is expressly denied.

3.2. Shaker does not make any representation whatsoever about any Advertisement accessed either on, by virtue of or by way of any links from the Site nor about any of the Clients who use Services on the Site. Shaker relies on information provided to it by Clients and via third parties and accordingly it is a matter for the Candidate to satisfy itself as to the suitability of any Client using Services on the Site or of any Advertisement found directly or indirectly through the Site.

3.3. Shaker shall be entitled at anytime without notifying the Candidate 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

3.4. Any intellectual property, ideas, concepts, know-how or techniques developed by Shaker or obtained during the execution of the Services will be owned exclusively by Shaker.

3.5. Shaker 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.

3.6. The Candidate accepts that Shaker shall not be liable for any failure to provide the Services (or any part thereof) as a result of the Candidate's failure to comply with these Conditions.

3.7. The Candidate agrees to provide Shaker, in such a format as Shaker may request, any information necessary to enable Shaker to provide those Services.

3.8 Shaker shall not be obliged to provide those Services until the Candidate has supplied it with the information, necessary to provide those Services.

4. CV's

If the Candidate has saved their details and stored a CV on Shaker, the provisions of this clause 4 shall apply thereto.

4.1. 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 and Shaker will only make available or supply copies of the CVs which have been received by it for distribution to Clients of Shaker solely for the purpose of securing suitable employment for the Candidate.

4.2 CV Online service will (under normal circumstances) be available to the Client at all times and will allow the Client access to all distributable CVs on the Site.

4.3. Shaker cannot guarantee the minimum number of times a CV will be viewed by or distributed to Clients on any given day.

4.4. Shaker will (under normal circumstances) ensure that CVs are made available to the Client via CV Watchdog 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 via CV Online.

4.5. Shaker may, at its discretion and without notice, report improper or illegal use of CVs or the Services by the Candidate to its Clients.

4.6. Shaker has the right at its sole discretion to decline to distribute or forward, or to suspend or remove any Candidate information or CV accepted by it.

4.7. Shaker may refuse, withdraw, or require to be amended, any Candidate information or CV which is illegal, immoral, obscene or offensive or so as to comply with the legal or moral obligations placed upon Shaker or the Candidate or to avoid infringing a third party's rights or any statutory or regulatory requirements or is designed to or is likely to cause disruption to any computer system or network.

4.8. The Candidate hereby undertakes that:

4.8.1 the details and CV they store and save on Shaker are a true and accurate reflection of their education, employment, training history and that their personal details are correct;

4.8.2 that if any of the information stored and saved on Shaker for the purposes of securing employment is found to be false or inaccurate in any way, that Shaker reserves the right to remove those details and/or suspend the use of the Services on the Site for the Candidate;

4.8.3 in respect of any information or CV submitted by the Candidate 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 Candidate has obtained the authority of such living person to make use of such name, representation and/or copy;

5. Applications and Applications Forms

If the Candidate makes an Application or is required to complete an Application Form as part of an Application, the provisions of this clause 5 shall apply thereto:

5.1. The Candidate hereby undertakes that:

5.1.1. they have fully read and understood the requirements of a vacancy Advertisement on the Site to which they make an Application;

5.1.2. they have the appropriate skills and qualifications required by the Client and the necessary qualifications required by law;

5.1.3. they satisfy or will attend to the necessary immigration requirements of the country in which the position will be situated;

5.1.4. the details they provide to the Client as part of an Application or in an Application Form are a true and accurate reflection of their education, employment, training history and that their personal details are correct;

5.1.5. that if any of the information used in an Application or Application Form is found to be false or inaccurate in any way, that Shaker reserves the right to remove those details and/or suspend the use of the Services on the Site for the Candidate;

5.1.6. in respect of any information submitted during the Application by the Candidate 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 Candidate has obtained the authority of such living person to make use of such name, representation and/or copy.

5.2. Shaker has the right at its sole discretion to decline to distribute or forward, or to suspend or remove any Application accepted by it.

5.3. Shaker may refuse, withdraw, or require to be amended, any Application which is illegal, immoral, obscene or offensive or so as to comply with the legal or moral obligations placed upon Shaker or the Candidate or to avoid infringing a third party's rights or any statutory or regulatory requirements or is designed to or is likely to cause disruption to any computer system or network.

5.4. When a Candidate makes an Application through the Site, Shaker will pass the Candidate's details to the Client who placed the Advertisement for the purpose of that one Application only.

5.5. The Candidate accepts that Shaker cannot be held responsible for the content of Advertisements on the Site and that no obligations are imposed on Shaker in this regard.

6. Candidates Obligations

6.1. The Candidate agrees that:

6.1.1. it has read, understood and agrees to the Privacy Statement on the Site;

6.1.2. it will keep confidential and not disclose to any person the password used by them in relation to the Services;

6.1.3. it will be responsible for any misuse of all such passwords.

7. Liability

7.1. Shaker will not be liable (whether in contract or tort) for:

7.1.1. any loss of copy, artwork, photographs, data, CVs or other materials that the Candidate supplies to Shaker and the Candidate shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes it may require;

7.1.2. any mistakes or errors whatsoever that arise during the course of use of the Services 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 Candidate;

7.1.3. for any failure to secure employment or consequential loss (whether caused by the negligence of Shaker, its employees or agents);

7.1.4. any delay, costs, expense, loss, 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 Shaker or as a result of the acts or omissions of the Candidate;

7.1.5. any loss or damage whatsoever howsoever caused arising out of the negligence, dishonesty, misconduct, breach of faith, incompetence, or the wrongful disclosure of confidential information by, any Client. It is for the Candidate to satisfy itself as to the integrity and reliability of all vacancy Advertisements placed on the Site;

7.1.6. any breach of agreement or infringement or violation of any right of any person or be rendered liable to any proceedings whatsoever, as a result of any information or CV or Application submitted to it by the Candidate and the Candidate indemnifies Shaker against all costs, claims, damages, loss,

expenses and liabilities suffered or incurred by Shaker as a result of this undertaking and warranty being incorrect.

7.2 Nothing in these Conditions will restrict or exclude Shaker's liability for death or personal injury caused by its own negligence.

7.3 The Candidate agrees and acknowledges that no condition, warranty or representation of any kind is, has been, or will be, given by or on behalf of Shaker in respect of or in connection with the Services and accordingly the Candidate confirms that it has not, in accepting these Conditions, relied on any condition, warranty or representation by Shaker or any person on its behalf, express or implied, whether arising by law or otherwise in relation to or in connection with the Services. The benefit of any such condition, warranty or representation by Shaker is hereby irrevocably and unconditionally waived by the Candidate.

8. Termination and Cancellation

8.1 These Conditions apply unless replaced by subsequent Conditions or unless terminated under Clause 8.2 of these Conditions.

8.2. Either party may, at its sole discretion, terminate the provision of the Services to the Candidate at any time by notice in writing to the other party (the "Defaulting Party") if the Defaulting Party is in breach of these Conditions and fails to remedy such breach within 14 days of notice from the other party requiring it to be remedied.

8.3. The Candidate shall be responsible for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by Shaker arising out of the Candidate's breach of its obligations under these Conditions (including, without limitation, on a solicitor and own client basis, any legal fees and disbursements reasonably incurred by Shaker).

9. Notices

9.1. Notice required or permitted to be given under these Conditions shall:

9.1.1. 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; or

9.1.2. be in the form of an email addressed to Shaker at help@shaker-uk.com (or such other address as supplied by Shaker) or if to the Candidate, to the address provided in the Candidate's details submitted during Registration or as subsequently amended and the Candidate will be deemed to have received such notification within one hour of transmission.

9.2. The Candidate is responsible for notifying Shaker of any changes to its email address. Such notification shall request an acknowledgement of receipt and shall be confirmed in writing and sent to Shaker by email.

10. General

10.1. 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.

10.2. Any waiver by Shaker of any breach of, or any default under, any provision of these Conditions by the Candidate will not be deemed to be a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions.

10.3. Failure or delay by Shaker in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under these Conditions.

10.4. The parties to these Conditions do not intend that any clause of these Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11. Law

11.1. 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.