

## **Halo Essentials - Terms & Conditions**

By using the Halo Essentials Service, you agree to be bound by these Terms. Please read them carefully.

### **DEFINITIONS**

In this Agreement, the following definitions apply:

- 1.1. "Applicant" means the person who has applied for the vacancy through any advertising on job boards, websites, social media platforms or email marketing.
- 1.2. "Applicant Communication" including but not limited to e-mails, telephone calls and text messaging to an Applicant to generate a response.
- 1.3. "Campaign" means the length of time that the Advert will appear on the job boards.
- 1.4. "Client" means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced.
- 1.5. "Fees" means the total charge payable by the Client as per the Order Confirmation.
- 1.6. "Halo Essentials" is the fixed-price recruitment service provided by Halo Resourcing. Registered office: 58b High Street, Stony Stratford, Milton Keynes, Buckinghamshire, MK11 1AQ.
- 1.7. "Order Confirmation" means you instruct Halo Resourcing of your acceptance to the campaign by e-mail or by a completed order form.
- 1.8. "Client Portal" means the Applicant Tracking System used by Halo Resourcing.
- 1.9. "Digital Content" means any CV, cover letter, contact information, vacancy application or notes relating to a candidate and stored in the Client Portal.
- 1.10. "Job Board" means the websites or social media sites that Halo Resourcing have deemed a suitable medium through which to advertise the Client's vacancy.
- 1.11. "Service" means the online recruitment service as defined in section 5 of these Terms.
- 1.12. "Vacancy" means the role that has been described by the Client.

### **THE CONTRACT**

2.1. This agreement will be governed by the Laws of England whose courts will have exclusive jurisdiction. Any cause of the action the Client may have in respect of the Service and/or this Agreement must be commenced within 12 months after the claim or cause of action arises. If for any reason any provision of this Agreement is found to be or becomes invalid or unenforceable under any applicable statute, regulation rule or governmental or judicial act or order then such provision will be deemed amended to the minimum extent

necessary to delete or modify such invalid or unenforceable provision and the remaining provisions hereof will remain in full force and effect.

2.2. No variation or alteration of the Agreement will be valid unless approved in writing (by letter or email) by both a Director of Halo Resourcing and a duly authorised employee of the Client.

2.3. Headings are for information only and will not form part of the operating provisions of this Agreement.

2.4. Nothing in this Agreement should be construed as a partnership or joint venture between the parties.

2.5. These terms relate to the Service provided by Halo Resourcing and are deemed to be accepted by the Client on Order Confirmation.

2.6. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Halo Resourcing, these terms prevail over any other terms of business or purchase conditions put forward by the Client.

2.7. The Company amends its Terms of Business from time to time. Every time you wish to use the Halo Essentials service, please check these Terms to ensure you understand the terms that apply at that time.

#### NOTIFICATION AND FEES

3.1. All fees will be agreed in advance and the fee payable to Halo Resourcing by the Client will be outlined in an Order Confirmation on an invoice, or email. VAT will be charged on the fee at the prevailing rate. The current fee payable by the Client for the Halo Essentials service is £695 + VAT.

3.2. Payment of the full fee including VAT must be made before Halo Resourcing commences any service for the client, including drafting the client's advert.

3.3. The Client shall be entitled to exercise their right to terminate the service within a period of 14 days from the date of order confirmation. In the event of cancellation, a refund shall be processed, deducting any costs incurred for services rendered up to the point of cancellation. It is understood and acknowledged by the Client that upon accessing the Client Portal, the right to cancellation shall no longer apply.

#### OBLIGATIONS AND RESPONSIBILITIES

4.1. Halo Resourcing shall provide their service with reasonable care and skill.

4.2. The individual job boards maintain their services on a 24-hour by 7-day basis to support Halo Resourcing's requirements. In the event of job boards being unavailable for any consecutive period of 24 hours, Halo Resourcing shall extend the term of this agreement by the period of the non-availability, without further payment from the Client.

4.3. Halo Resourcing can alter the job boards that it uses to advertise the Client's vacancy without notifying the Client.

4.4. Halo Resourcing cannot be held responsible if a job board that it uses changes its functionality or advertising network/partnerships.

4.5 Halo Resourcing will allocate PPC / PPA budget on relevant job boards on behalf of the client (including but not limited to Indeed, LinkedIn and Facebook), but cannot be held accountable for the functionality, or the algorithms of these platforms.

4.6 Halo Resourcing cannot be held responsible for the content or branding that is published on any other third-party job board, job board partner or website.

4.7 The Client is responsible for ensuring that the details in the job description are complete and accurate. Any changes requested once an advert is live will be subject to a £25 administration charge, per change. If adverts are posted incorrectly by Halo Resourcing, Halo Resourcing will amend the advert free of charge.

#### THE HALO ESSENTIALS SERVICE

5.1. Authorised personnel at the Client will email, or verbally instruct, the job description to Halo Resourcing, confirming the Job title, location, duties, requirements and salary.

5.2. The Client will inform Halo Resourcing of the authorised personnel who will be reviewing and shortlisting applicants. Halo Resourcing will create a user account on the Client Portal and notify the Client personnel of the login details required to access their applications.

5.3. Halo Resourcing will write a job advert which will be approved by the Client. The advert will be compliant with current laws and legislation and remain the property of Halo Resourcing. The advert will be electronically posted as a live vacancy to the internet job boards deemed suitable by Halo Resourcing.

5.4. The Client will be notified by email when the advert is live across the job boards.

5.5. All adverts will run for an agreed period as defined by the advert draft and Order Confirmation document. If at the end of this period, no suitable applicant has been found, any re-advertising (as instructed by the Client) will be subject to a re-advertising charge of £150 + VAT.

5.6. All shortlisted applications will be placed into the Client Portal where the Client will have access to see, review and communicate with candidates.

5.7. Halo Resourcing will shortlist, screen and support the recruitment process for the Client. However, it is the responsibility of the client to interview, give feedback and follow any contractual negotiations in relation to the hiring of any successful applicants, as with all references, CRM checks, proofs of identity and eligibility to work (outlined in point 6.2 of these terms).

5.8. Halo Resourcing cannot guarantee a particular level of success for a vacancy or be held responsible for any failure to successfully employ an applicant gained from their Internet Job Advertising. Response rates vary from job type, salary and location.

5.9. The client grants Halo Resourcing the right and licenses to use its trademarks for advertising and marketing purposes.

#### APPLICANTS

6.1. Halo Resourcing will hold all Applicants in an Applicant Tracking System in accordance with Data Protection Laws.

6.2. Halo Resourcing cannot accept responsibility for the content in an Applicant's CV, their answers, identity or eligibility to work in the UK. All checking that is required by law, or otherwise, for the applicant to be employed in the position, will need to be verified by the Client.

6.3. The Client will keep all Applicant information strictly confidential and will act in accordance with the Data Protection Laws relevant to the country or countries they are operating in.

6.4. The Client acknowledges that Applicants and their CVs are on the open market and therefore, those uploaded to the Client Portal may also be contacted with regards to other roles.

6.5. The Client accepts that no minimum amount of CVs is guaranteed to be submitted to the Client Portal.

#### HALO RESOURCING ONLINE SYSTEM

7.1. The Client acknowledges that the Internet and Client Portal, services and equipment may from time to time be inoperative in full or in part as a consequence of, but not limited to, mechanical breakdown, maintenance, hardware or software updates, communication connectivity problems or other factors beyond the control of Halo Resourcing. Halo Resourcing will not be held liable for any failure or inability to provide continuous, error-free, uninterrupted services under these circumstances.

7.2. Halo Resourcing will take reasonable care not to transmit viruses or malware to you but it is your responsibility to protect your computers against such attacks. Accordingly, Halo Resourcing will not be liable for any damage resulting in the transmission from us to your computer systems.

#### LIABILITY

8.1. Halo Resourcing cannot accept responsibility for any loss, expense, damage or delay, however occasioned and it is the Client's responsibility to take up references, obtain work permits and satisfy any medical requirements or professional qualifications as required.

8.2. Halo Resourcing's liability to the Client for breach of contract or negligence shall not exceed an amount equal to the price of any individual campaign.

8.3. In no event shall Halo Resourcing be liable for any special, indirect, consequential or purely economic loss whatsoever or any loss of profit regardless of whether such losses are foreseeable and whether or not caused by our negligence arising out of or in connection with the use of the service. Nothing contained in these terms and conditions shall affect to limit Halo Resourcing's liability for loss or damage arising out of personal injury or death or acts of fraud.

8.4. Having in mind the nature of the service, Halo Resourcing is not able to verify any statements made by the Client in their Advert and accordingly the Client agrees to indemnify Halo Resourcing from all claims, costs and expense, including legal expenses, resulting from the Clients breach of these Terms and Conditions.

8.5. Whilst Halo Resourcing endeavours to ensure that the information on its website is correct, Halo Resourcing does not warrant the accuracy and completeness of that information. Halo Resourcing may make changes to the material on its website at any time without notice. The material on this website may be out of date, and Halo Resourcing does not commit to updating such material. Please note that the Client will be required to use caution, common sense and good awareness as there are also risks of dealing with persons or people acting under false pretences. By using the service you agree to all risks and agree that Halo Resourcing is not responsible for the acts or omissions of others.