

Terms and Conditions
For Recruiters, advertisers and employers:

Please read these conditions carefully before using the clickjobs.co.uk website.

By using the clickjobs.co.uk website, you signify your agreement to be bound by these conditions:

- [Jobs and CV Search](#)

Jobs and / Portal - CV Search

1. The following definitions apply:

"Client" means the company, firm or organisation which has set up an account with Click Jobs is a trading name of Raspberry Recruitment Limited in order to use the Advertising / Search Services.

"Commencement Date" means the date for the commencement of the Services as set out in the Order Confirmation.

"Order Confirmation" means, in the case of online orders, the confirmation of purchase on the Website of one or more of the Services; and in the case of orders via the Click Jobs is a trading name of Raspberry Recruitment Limited sales team, the form signed by the Client confirming details and pricing of the Services ordered by the Client.

"Click Jobs" means Click Jobs is a trading name of Raspberry Recruitment Limited.

"Services" means the online recruitment services as set out in clause 2.

"Terms" means these terms and conditions.

"Website" means www.clickjobs.co.uk and includes without limitation its content, databases, software, apps, code and graphics.

2. The following Services are available from Click Jobs is a trading name of Raspberry Recruitment Limited via the Website:

Free Advertising: The Client may post unlimited jobs per annum on the Website free of charge. Vacancies, applicants and responses can be managed via the Client's account.

Premium Job Postings: A service whereby the Client's job postings will be given greater prominence in job listings. For the avoidance of doubt, Premium Job Posting credits do not

roll over beyond the contract end date. Any Premium Job Postings that are live on the site will remain live until their date of expiry, but no new Premium Job Postings can be made using the credits from that contract.

Featured Job Postings: A service whereby Clients may specify that one or more job postings appear in "Featured Jobs" pages/spaces on the Website. For the avoidance of doubt, Featured Job Posting credits do not roll over beyond the contract end date. Any Featured Job Postings that are live on the site will remain live until their date of expiry, but no new Featured Job Postings can be made using the credits from that contract.

Premium+ Job Postings (previously known as Guaranteed Response): The Client will receive a minimum of 10 applications or CVs to each job posting for which this Service is ordered. In order to achieve this, Click Jobs is a trading name of Raspberry Recruitment Limited will do one or more of the following: give relevant job postings greater prominence in job search results, job alert emails and job listings; feature relevant job postings in Featured Jobs pages/spaces; email details of relevant vacancies to the 20 candidates who best match the criteria set by the Client. In the event that the Client does not receive 10 applications within one week of the Commencement Date, access to CV Search will be given to the Client in order to make up any shortfall.

Portal / CV Search: The Client will be given access to a search engine to search for candidate Portals & CVs which match the criteria and filtering set by the Client. Various bundles of Portal & CV downloads may be purchased, subject to a fair usage cap.

Branding Opportunities: various opportunities to promote Client brands are available, including Your Recruiter Profile, Web Link where Click Jobs is a trading name of Raspberry Recruitment Limited will post a profile of the Client's company or organisation on the Website for an agreed time.

Email Services: various email services are available, including targeted emails, where Click Jobs is a trading name of Raspberry Recruitment Limited will send a one off email with details of the Client's job(s) to a partner or to recently registered candidates who match the criteria set by the Client.

1) Click Jobs is a trading name of Raspberry Recruitment Limited shall provide the Services in accordance with these Terms. Clients must set up an account with Click Jobs is a trading name of Raspberry Recruitment Limited in order to gain access to the Services. The Services do not constitute an offer by Click Jobs is a trading name of Raspberry Recruitment Limited, and Click Jobs is a trading name of Raspberry Recruitment Limited reserves the right in its sole and absolute discretion to refuse to offer the Services to any person or organisation.

- 2) A legally binding contract between Click Jobs is a trading name of Raspberry Recruitment Limited and the Client comprising these Terms and the Order Confirmation will come into effect when (i) in the case of online orders, the screen confirming successful purchase of Services appears on the Website or (ii) in the case of orders via the Click Jobs is a trading name of Raspberry Recruitment Limited sales team, Click Jobs is a trading name of Raspberry Recruitment Limited has received the Client's completed Order Confirmation. The Client acknowledges that such contract is conditional upon the Client passing Click Jobs is a trading name of Raspberry Recruitment Limited's credit checking process.
- 3) Click Jobs is a trading name of Raspberry Recruitment Limited shall perform the Services using information and criteria supplied by the Client. It is the Client's responsibility to provide accurate and up to date information.
- 4) The Client undertakes not to submit for inclusion in any job posting, its Recruiter Profile, or anything to appear on the Website, any material which is illegal, defamatory, offensive, fraudulent, violent, discriminatory, obscene or sexually explicit or which may adversely affect Click Jobs is a trading name of Raspberry Recruitment Limited or Click Jobs is a trading name of Raspberry Recruitment Limited's reputation.
- 5) Other than Free Advertising and Services paid for online, Click Jobs is a trading name of Raspberry Recruitment Limited shall issue an invoice to the Client on formation of contract as set out in clause 4 above, and in the case of subscription Services, at agreed intervals in advance thereafter. The Client shall pay Click Jobs is a trading name of Raspberry Recruitment Limited's invoices in full within 7 days from the date of invoice. In the event of late payment, Click Jobs is a trading name of Raspberry Recruitment Limited may suspend any or all of the Services until payment is received. In the event that the Client fails to pay any invoice within 7 days of receipt of a notice to pay (receipt shall be deemed to be 2 working days after the date of such notice), Click Jobs is a trading name of Raspberry Recruitment Limited may terminate the Services and all outstanding invoices shall become payable immediately. In the case of subscription Services, the fees in respect of any outstanding minimum term shall also become payable immediately. For the avoidance of doubt, the Client shall remain liable for payment of all agreed invoices notwithstanding such Services have been suspended or terminated under this clause 7. Without prejudice to any other remedy, Click Jobs is a trading name of Raspberry Recruitment Limited reserves the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended.

- 6) Online payment services will be carried out by Barclays Bank. Payment online shall be subject to Barclays Bank Rules for online payments.
- 7) Once a contract has been formed, Click Jobs is a trading name of Raspberry Recruitment Limited cannot accept any cancellation of the agreed Services: no refunds will be given and outstanding invoices shall remain payable. Subscription Services are for a minimum term of 12 months unless otherwise agreed with Click Jobs is a trading name of Raspberry Recruitment Limited : in the event of early termination, no refunds will be given, outstanding invoices shall remain payable, and the fees in respect of any outstanding minimum term shall become payable.

For Services purchased online, refunds may occasionally be given at Click Jobs is a trading name of Raspberry Recruitment Limited 's sole and absolute discretion.

- 8) Click Jobs is a trading name of Raspberry Recruitment Limited may, in its sole and absolute discretion, add to, modify or discontinue any of the Services from time to time. However, this will not affect any Order Confirmation agreed prior to any change or withdrawal of the relevant Service.
- 9) Click Jobs is a trading name of Raspberry Recruitment Limited reserves the right to change the fees and/or these Terms from time to time, provided that no change shall be retrospective.
- 10) Without prejudice to any other remedy, Click Jobs is a trading name of Raspberry Recruitment Limited may terminate the Client's account and any or all contracts and Services with immediate effect in the event of material or persistent breach of these Terms by the Client or if Click Jobs is a trading name of Raspberry Recruitment Limited has reasonable grounds to believe that the Client cannot or will not pay its debts.
- 11) Click Jobs is a trading name of Raspberry Recruitment Limited reserves the right in its sole and absolute discretion to close any account at any time without reason. Examples of accounts that may be closed include, but are not limited to:
 - a. those of Clients who have not provided full or accurate contact or company information
 - b. those of Clients that Click Jobs is a trading name of Raspberry Recruitment Limited considers to be acting inappropriately or illegally

- c. those of Clients that use the Website to advertise websites, services, businesses and/or business opportunities in any part of the job vacancy or on any part of the site
- d. those of Clients who fail Click Jobs is a trading name of Raspberry Recruitment Limited 's credit checking process, or who default on payment.

12) The Client agrees to use the Website and the Services in 'good faith' i.e. to post authentic, impartial and unique jobs of reasonable quality, which provide both adequate and accurate job details. The Client also agrees that any abuse of the Services, Website or these Terms can result in the Client's access to the Services being removed, and its account terminated.

13) All intellectual property rights connected with the Services and/or the Website shall remain vested in Click Jobs is a trading name of Raspberry Recruitment Limited or any third party from whom such rights are licensed. The Client shall not reproduce, copy, modify, adapt, publish, transmit, distribute or in any way commercially exploit any material which is subject to any such intellectual property rights.

14) Click Jobs is a trading name of Raspberry Recruitment Limited cannot guarantee that (i) the Website and/or the Services will be available at all times; (ii) the Website will be free from errors, viruses and/or other harmful applications; and (iii) the Services will generate any applications, responses or results (Premium+ Job Postings excepted).

15) Click Jobs is a trading name of Raspberry Recruitment Limited shall not be in breach of these Terms if events beyond its reasonable control prevent Click Jobs is a trading name of Raspberry Recruitment Limited from performing the Services.

16) It is the Client's responsibility to protect their computers against any viruses and malware.

17) These Terms and, where appropriate, the Order Confirmation contain the entire agreement and understanding between Click Jobs is a trading name of Raspberry Recruitment Limited and the Client. The Client acknowledges that it has not relied on any representation made by Click Jobs is a trading name of Raspberry Recruitment Limited in entering this contract; however, nothing in this clause shall exclude any liability for fraudulent misrepresentation. To the fullest extent permitted by law, all terms implied by law or statute are excluded.

18) In the event that the Client makes a claim against Click Jobs is a trading name of Raspberry Recruitment Limited for whatever reason, Click Jobs is a trading name of Raspberry Recruitment Limited 's liability (if any) shall not exceed the price paid or to be

paid by the Client for the Services. Under no circumstances shall Click Jobs is a trading name of Raspberry Recruitment Limited be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect). Nothing in these Terms shall be construed to exclude Click Jobs is a trading name of Raspberry Recruitment Limited's liability for death or personal injury by negligence or any other liability which cannot by law be excluded.

19) If any clause or part of a clause is held to be invalid or unenforceable, this will not affect the validity or enforceability of the remaining clauses or parts.

20) Notices to Click Jobs is a trading name of Raspberry Recruitment Limited shall be sent by email to info@clickjobs.co.uk and notices to the Client shall be sent by email to the address supplied on set up of the Client's account.

21) From time to time Click Jobs is a trading name of Raspberry Recruitment Limited will contact Clients in order to evaluate the service they receive and also to promote Click Jobs is a trading name of Raspberry Recruitment Limited's services and products. Click Jobs is a trading name of Raspberry Recruitment Limited monitors the quality of vacancies from time to time in order to provide a better service to candidates.

22) The Client undertakes not to solicit, or endeavour to solicit, for employment or engagement with itself or any associated company or organisation, any employee of Click Jobs is a trading name of Raspberry Recruitment Limited or of any member of the Click Jobs is a trading name of Raspberry Recruitment Limited Partnership. Breach of this clause shall be a material breach and will entitle Click Jobs is a trading name of Raspberry Recruitment Limited, without prejudice to any other remedies it may have, to terminate the Client's account and Services immediately.

23) The Client will not be entitled to bring any claim or legal proceedings in respect of any refund or other repayment, howsoever arising, 4 years after the date on which entitlement to such refund or repayment arose. For the avoidance of doubt, the Website terms and conditions apply in addition to the above Terms.

24) The Terms shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

25) Jobs & Portal CV Search - Job Postings

26) By submitting a vacancy to the Website, the Client is authorising Click Jobs is a trading name of Raspberry Recruitment Limited to post such vacancy and submit candidates

ranked by Click Jobs is a trading name of Raspberry Recruitment Limited in accordance with the Client's criteria (if any).

- 27) The Client is responsible for the content of the vacancy and will indemnify Click Jobs is a trading name of Raspberry Recruitment Limited against any claim, loss, liability, expense and/or damage ("Losses") in connection therewith.
- 28) The Client shall include in the job description the following information:
- 29) Any qualifications and/or authorisations required by law or any or by any relevant professional body;
- 30) If the rate of pay is included, the job description must also include the nature of the work, hours for pay or per hour, the location, minimum experience, training and/or qualifications required in order for an applicant to receive such rate of pay; and/or
- 31) Where the Client is an employment agency or employment business (as defined in the Employment Agencies Act 1973), it must state in which capacity it is acting in relation to the vacancy.
- 32) The Client shall provide sufficient details about itself and the vacancy to applicants including without limitation the Client's identity, the nature of its business, the nature of the role, the type of work to be performed, the commencement date, the likely duration, the hours of work, the location, the remuneration, the intervals of payment and benefits, and the notice periods required to be given and received.
- 33) Applicants' responses will be forwarded by Click Jobs is a trading name of Raspberry Recruitment Limited by e-mail subject to any filtering and ranking. The Client is responsible for verifying the information contained in applicants' responses and Click Jobs is a trading name of Raspberry Recruitment Limited accepts no responsibility for the content of any such application. In particular, but without limitation, the Client is responsible for verifying the applicant's identity, eligibility to work, experience, training, qualifications and authorisations required by the Client, by law or by any relevant professional body for the vacancy.
- 34) All and any subsequent dealings between the Client and any applicant in connection with the applicant's response to the job posting are the responsibility of the Client, and Click Jobs is a trading name of Raspberry Recruitment Limited accepts no liability whatsoever

therewith. The Client will indemnify Click Jobs is a trading name of Raspberry Recruitment Limited against any Losses in connection therewith.

35) The Client will comply with all applicable laws, including without limitation: the Data Protection Act 1998 and the Equality Act 2010. By submitting a vacancy to the Website, the Client thereby confirms that the content of the vacancy complies with the Code of Practice on Employment provided by the Equality and Human Rights Commission, which is currently available at:

36) <http://www.equalityhumanrights.com/legal-and-policy/equality-act/equality-act-codes-of-practice/>

37) The Client shall indemnify Click Jobs is a trading name of Raspberry Recruitment Limited against any Losses in connection therewith.

38) The Client, if an employment agency or an employment business, will comply with the provisions of the Conduct of Employment Agencies and Businesses Regulations 2003 ("the Regulations") and the Employment Agencies Act 1973 in relation to all vacancies posted on Click Jobs is a trading name of Raspberry Recruitment Limited 's site, communications with applicants and management of applicants' details. The Client shall indemnify Click Jobs is a trading name of Raspberry Recruitment Limited against any Losses in connection therewith.

39) The Client shall not post any vacancy where:

40) there is a risk to the health and safety of any applicant at the location where the work is to be performed, unless the Client undertakes to inform the candidates of such risks and the steps taken to prevent or control such risks; or

41) the role involves working with vulnerable persons, including without limitation persons under the age of 18 or persons in need of care and attention by reason of old age, infirmity or any other circumstances, unless the Client undertakes, in respect of the

candidate to be placed, (i) to obtain copies of any relevant qualifications or authorisations of the candidate; (ii) to obtain two references from persons who are not relatives of the candidate; and (iii) to take all other reasonably practicable steps, including without limitation complying with all relevant laws, codes of practices and guidelines issued by relevant authorities, to confirm that the candidate is not unsuitable for the position concerned.

42) By posting any vacancy set out in sub-clauses 35(1) and (2) above, the Client is deemed to give the relevant undertakings. Where the Client is an employment business or agency, the Client shall offer copies of the documents obtained under sub-clauses 35(2)(i) and (ii) to the hirer.

43) The Client accepts responsibility for any detriment which it may suffer or incur in respect of the engagement of an applicant and shall hold Click Jobs is a trading name of Raspberry Recruitment Limited harmless against any Losses in connection therewith. The Client shall use all reasonable endeavours to ascertain that it will not be detrimental to the interests of the applicant it intends to engage (if any) to work for the Client in the vacancy posted.

44) Click Jobs is a trading name of Raspberry Recruitment Limited reserves the right in its sole and absolute discretion to remove any vacancy at any time without reason. Examples of vacancies that may be removed include, but are not limited to:

45) those that Click Jobs is a trading name of Raspberry Recruitment Limited considers illegal, inappropriate or fraudulent

46) those that directly or indirectly require or ask for application or registration fees

47) those that advertise franchise, pyramid, network marketing or get-rich-quick schemes

48) those that have been indiscriminately posted or duplicated across multiple sectors

49) those that advertise websites, services, businesses, business opportunities and/or contact details.

50) those of Clients who solicit staff from any member of the Click Jobs is a trading name of Raspberry Recruitment Limited Partnership.

51) For the avoidance of doubt, the job posting credits used in the creation / editing of these jobs are not refunded.

52) Free job postings under Free Advertising are allocated to the Client as a company, firm or other organisation, rather than to individual users or business units. Franchised businesses are allocated free job postings centrally - to be shared amongst its franchisees - and not to each franchised operation.

53) Free job postings under Free Advertising are at the discretion of Click Jobs is a trading name of Raspberry Recruitment Limited. Breach by the Client of any of these Terms may result in the Free Advertising Services being withdrawn from the Client. In the event that he Client has any outstanding debt owing to Click Jobs is a trading name of Raspberry Recruitment Limited, the Free Advertising Services shall be withdrawn.

54) The Client shall not resell job postings without the express permission of Click Jobs is a trading name of Raspberry Recruitment Limited.

55) Jobs & Portal / CV Search - CV & Portal Searching

56) The number of CV downloads is subject to a fair usage cap: A user is a person or organisation with a unique login. A Client may have more than one user where agreed with Click Jobs is a trading name of Raspberry Recruitment Limited.

57) CV / Portal Search access can only be used for recruitment purposes. Using CV / Portal Search for the purposes of marketing or direct selling to candidates is prohibited, and will result in the suspension of the account.

Registered Office

Click Jobs is a trading name of Raspberry Recruitment Limited
10 Chetwyn Court
Gresford
LL128EG

United kingdom Registered Company Number- 10390904