

StaffShare ® Website Terms and Conditions

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THESE TERMS AND CONDITIONS (AGREEMENT) GOVERN YOUR USE OF THIS WEBSITE. BY USING THIS WEBSITE YOU AGREE TO ABIDE BY THE TERMS SET OUT BELOW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS THEN YOU ARE NOT AUTHORISED TO USE THIS WEBSITE.

1.0 Definitions and Application of StaffShare Service Statements

“Company” refers to StaffShare Limited a UK Registered Limited Company as well as its collective Owners, Directors or Contracted senior staff (we) and its registered Trade Mark, name and logotype.

“Service” is the process of service or actual services provided to anyone with access to, as customer or as buyer, StaffShare products or services on-line or off-line as well as the use and access to the Company’s website/s or such electronic services as may be provided by the Company from time to time.

“Website” refers to the website or domain www.staffshare.com , www.staffshare.co.uk and any other domain /url or website/s owned by StaffShare Limited and in so far as ownership in part or whole any related website where StaffShare is represented or a partner or any associate whatsoever.

“Member” is a registered, paid up customer of the Company and user of one or more of the Company’s websites or other services- having completed the registration forms and paid the current annual fees and any other fees that may be due promptly and in the time and terms (within rules of Membership) required by the Company.

“Customer” refers to anyone that accesses the Company website at any time from any place to use the Service.

“Profile” is the basic description of an unidentified candidate placed by and suggested for potential hire or secondment through StaffShare under the terms set by their employer and the services provided by the Company or its Skill Buyer Member/s. The Profile is a free to access service and although it aims to provide information ‘as correct as it can be’ it does not constitute a promise, offer or fact that can be relied on in any way. No decision or commitment is recommended based wholly on any Profile and the Company hereby withdraws any liability, responsibility or commitment whatsoever to any customer or Member from errors, fault, mistake, or misleading data within any Profile accessed through the Company’s on-line or off-line services.

“CV” refers to a detailed and formal description or listing, as a purchased, downloadable document in whatever form, with extensive information on an unnamed candidate available potentially for hire or secondment through StaffShare under the terms set by their ‘Skill Seller’ employer and the services provided by the Company or its ‘Skill Buyer’ Member/s. The CV is a charged for exchange ‘service’ alone and does not constitute a ‘product’, promise, offer or provision of data that can be relied on in any way other than for the purchase /supply of the information as it is enclosed in a CV alone. The Company hereby withdraws any liability, responsibility or commitment whatsoever to any customer or Member from errors, fault, mistake, or misleading data in any CV purchased and subsequently accessed as to use or value.

2.0 Application of terms and conditions

The terms and conditions outlined below apply whether access to the website is free, a service or item purchased on its own or it is included as part of a package of services. Access to the website and its contents is permitted to anyone so long as conduct and use is made under these Terms and Conditions and any other Agreement that may apply to the use of this Agreement.

3.0 Copyright and Trade Marks

All website graphics, text, design, copy, the selection and arrangement thereof and all images, materials or documents on this website are the copyright of respected owner/s, or StaffShare Ltd on behalf of its content and technology providers (Members). All rights reserved and use of the data or services provided free or purchased are provided under the Terms and Conditions of this Agreement. **The StaffShare logo, ‘The Skill Exchange’, SkillBox, Skill Seller, Skill Buyer and SkillGallery are all Copyright December 2009© and StaffShare is a registered Trade Mark of StaffShare Ltd.**

4.0 Fair use

Permission is granted to copy electronically and to print hard copy portions of this website for the sole purpose of using this website to assist you in the management of your own present or intended future employees, workers, sub-contractors, self-employed consultants, volunteers, or any such party that may constitute 'employee or the situation of employment in any form.

Any other use of the copyright material on the Company website, including using the material on the site for the benefit of other parties, whether for payment or not, is strictly prohibited without the express prior permission of a Director of StaffShare Ltd. The Company will take legal action if its copyright is infringed or there is evidence (real or suggested) of abuse or breach of these Terms and Conditions.

5.0 Links

This website contains links to other websites operated by third parties. Such links are provided for your convenience only and the Company accepts no responsibility or liability in respect of the content or use of other websites accessed via hyperlinks from this website, nor for the accuracy of information found therein. Such links are used entirely at your own risk and should not be seen as any form of endorsement by StaffShare Ltd of the organisations concerned.

6.0 Modification

StaffShare Ltd may at any time modify these terms and conditions and will post the new version on this website when and at any time required without notice. Your continued use of this website constitutes your continued absolute agreement to these modified terms and conditions.

7.0 Website Membership

On accepted Registration and receipt by the Company of payment in advance in cleared funds of your Membership fees for the first year, you will be able to access the site. Further annual payments should be made by direct debit from your bank account or via Worldpay or any other convenient payment method that may be available on the website from time to time.

Annual Membership is for an initial minimum duration of 12 months. Termination by a Registered Member will remove their names, their own and their Company details from the website within 3 months of cancellation.

All prices stated are non-negotiable and unless cancelled within One Month (30 calendar days) of acceptance by the Company of your Registration all funds and payments are non-returnable.

8.0 Access

Membership in StaffShare is wholly aimed at Employers (not employees) and only those authorised to submit or engage staff members can apply. Each individual Membership, once accepted, is for the exclusive use of that Registered individual and indirectly his or her organisation. Website access is provided to that Member as an authorised representative of their company, firm or organisation. StaffShare services can be utilised by others within the Registered organisation BUT only with the member's prior authority and under the continued responsibilities and obligations accepted by the Registered Member. Your user ID and Password are personal to you as an individual and it is entirely your responsibility how you and your company, firm or organisation use them to access the site. You agree not to disclose the same to any third party nor to allow any third party to use your identity or Member info or access to private Member only areas.

9.0 Guides and legal overviews

Whilst we have taken care in compiling the guides and legal overviews available on this website, they are designed for information purposes only and do not constitute legal advice. The guidance on this website has been written to comply with the law of England and Wales. Whilst the content of the website is in general applicable to employment in Northern Ireland and Scotland there are specific differences, especially in respect to equal opportunities legislation and the employment tribunal system, which are not currently covered by this website.

We accept no liability for any loss or damages- actual, assumed or consequential suffered as a result of your use of or reliance on the guides and legal overviews or any information contained in or accessed through this website.

10.0 Forms, letters and agreements

The forms, letters and agreements available on this website have been written to comply with the law of England and Wales. They are not necessarily suitable for other parts of the UK or abroad. In many cases they will need to be adapted to take into account your specific circumstances and therefore we do not warrant that any of these documents are suitable for your specific purposes.

11.0 Liability

We undertake to provide the service offered on this website with reasonable care and skill and to use our reasonable endeavours to keep all website data (either free or purchased) current, accurate and to correct any errors within the pages, Profiles, CVs and any other information, source as promptly as possible. We do not warrant that availability or delivery of the services will be uninterrupted or error-free and availability of the site by you or your organisation is not guaranteed.

In the event that we fail to comply with our undertaking above having been given a reasonable opportunity to correct such failure, our aggregate liability to you for all losses, damages, costs and claims and expenses howsoever arising shall not exceed the total membership fee paid by you in respect of the twelve month period prior to the date on which such failure occurred.

In no event will the Company be liable to you for:

- any consequential or indirect loss or damage (whether for loss of profits, including loss of profits or anticipated profits on contracts, business revenue, goodwill or otherwise) howsoever arising out of or in connection with your use of this website and its contents or
- any loss, damages, costs, claims or expenses incurred as a result of any customisation of or amendment made by you to any of the template documents available on this site.

If a court or any other body having the power to rule on disputes, decides that any part of these Terms and Conditions is not reasonable or cannot be enforced, this will not affect the validity of other parts of these Terms and Conditions which will continue in full force and effect.

12.0 No Refunds, Returns or Discounts

No refunds in part or whole, discounts or returns of Membership or on-line fees will be made except in the case of cancellation of Annual Membership so long as it is made within One Month (30 calendar days) of Registration application submission. In such cases 50% of annual payment will be returnable at the sole discretion of the Directors of the Company. Any request for such must be directed to and made in writing to a management representative of the Company.

13.0 Governing law

These Terms and Conditions and your use of the Service and Website are governed by English law and you agree to submit to the non-exclusive jurisdiction of the English courts.

These terms are binding and you are obliged to read, understand and sign acceptance of these Terms and Conditions prior to using the website, to Registering for Membership and to purchasing any service.

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