

AGREEMENT

Welcome to the LCF First Move website at www.lcffirstmove.co.uk ("our website")

We own and run the website under the LCF First Move name, through our constituent college the London College of Fashion of 20 John Princes Street, London, W1G 0BJ (which is the physical address through which you should communicate with us).

These terms and conditions tell you the terms on which you may use our website, whether as a guest or a registered user. Please read them carefully before you use our website. By using our website, you are agreeing to these terms and conditions, which will form a legally binding contract between you and us. If you do not agree to these terms and conditions, please do not use our website.

This Agreement is dated

2011

PARTIES

- (1) [] (the "**Client**" and also referred to hereafter as "**You**"); and
- (2) The University of the Arts London on behalf of and trading as LCF FirstMove of 272 High Holborn London, WC1V 7EY ("**LCF FirstMove**") and also referred to hereafter as "**We**", "**Ours**", "**Us**", or the "**University**").

1. RECITALS

; LCF FirstMove is an online recruitment portal for LCF students and graduates and it is hereby agreed that this Agreement forms the terms and conditions which will apply to all dealings with the Client relating to the Service.

2. INTERPRETATION

The definitions and rules of interpretation in this clause apply to this Agreement.

"Basic Annual Salary"

means the basic annual salary earned by the Candidate before any commission, bonus or other benefits in kind etc and before any deduction of any tax, national insurance contributions or other deductions;

"Client"

means the person; firm or corporate body together with any subsidiary or associated company (as defined by the Companies Act 2006) to which the Candidate is introduced;

"Candidate/Candidates"

means the person or persons introduced by LCF First Move to the Client as potential candidates for an Engagement;

"Engagement/Engages"

means the engagement of, employment of the Candidate or any third party on a permanent or temporary basis, weather under a contract of service or contract for services: under an agency, license, franchise or partnership agreement; or any other engagement; directly or though a limited company of which the Candidate is an officer or employee;

"Service/Services"

means the services provided by LCF First Move in their recruitment capacity, namely the introduction of Candidates to the Client for Engagement as described in Schedule 1;

"Site"

means our website www.lcffirstmove.co.uk

- 2.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 2.3 References to clauses and schedules are to the clauses and schedules in this Agreement which, (in respect of the schedules) have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

3. COMMENCEMENT AND DURATION

This Agreement shall commence on the date hereof and continue unless this Agreement is terminated by either party in accordance with clause 8.

4. CLIENT'S OBLIGATIONS

You agree to be bound by and comply with the following:

- 4.1 all potential vacancies presented by the Client must be vacancies paying at least the national minimum wage; and be appropriate for Candidates who are educated to a graduate level;

- 4.2 For service 3, as described in Schedule 1, 'you specify and we supply', upon notifying us of your job requirement or as soon as possible thereafter you shall provide to us sufficient and accurate information to enable us to seek Candidates that may be suitable for you and provide us with answers to any additional questions we may raise in that regard;
- 4.3 For Service 1 and Service 3 as described in schedule 1, you shall be entirely responsible for providing us with all necessary information about your job requirements supplying us with details of any special qualifications or legal requirements relating to the Engagement;
- 4.4 as soon as possible prior to the placement start date you shall notify us of any additional information that may affect the information already provided or be relevant to the decision of a candidate accepting the role;
- 4.5 when we provide details of Candidates that may be suitable for you, you may be provided with personally identifiable information ("**Personal Data**"). This Personal Data may be made available to you either by us, or directly by the Candidates themselves. You must only use this Personal Data for the purposes for which it is provided, namely in relation to a specific Engagement for which you are seeking to recruit. You agree not to use this Personal Data to create any kind of database, or distribute the Personal Data outside your own organisation. Further, you agree to process the Personal Data with due care and attention, with respect to the privacy of the individuals concerned, and in accordance with all relevant data protection legislation, including without limitation the Data Protection Act 1998;
- 4.6 it is your responsibility to confirm the identity of the Candidate and the accuracy of any information they provide to you, take all such steps as you deem are necessary to satisfy yourself as to the suitability of the Candidate for the Engagement, including without limitation in respect of their qualifications, work experience references, any advisable examinations and/or investigations into their medical history, and their right to work in any country to which the Engagement relates;
- 4.7 you shall ensure that the Candidate has any necessary permits or authorities to work for you including without limitation in respect of any contact they may have with children or vulnerable people;
- 4.8 you must treat all Candidates during the recruitment process in accordance with all applicable laws and legislation. You must disclose to Candidates any risks to health and safety known to you and the steps you have taken to prevent or control such risks;
- 4.9 you shall explain your requirements to the Candidate promptly on commencement if you have not already done so;
- 4.10 you shall have in place all appropriate policies including a health and safety policy and an equal opportunities policy;

5. OUR RESPONSIBILITY REGARDING THE CANDIDATES

Where we select Candidates for consideration for a particular Engagement, we will use reasonable care in doing so, but we cannot guarantee (and therefore make no warranties or representations) that any Candidate will be suitable for the Engagement in question, nor do we make any promises as to the accuracy or completeness of the information provided to us by the Candidate, and which we provide to you.

6. PURCHASE OF OUR SERVICES

6.1 When you place an order to buy services from us, you are offering to enter into a contract with us for the supply to you of those services for your business. You warrant that you are acting as a business and you confirm that in placing an order, you are not acting as a “consumer” for the purposes of any consumer protection legislation (including, without limitation, for the purposes of the Consumer Protection (Distance Selling) Regulations 2000).

6.2 We reserve the right to reject any order we receive and a contract will only be entered into when we either provide you with the services you have ordered, or we send you express confirmation of our acceptance of your order by e-mail or other electronic or written communication. In the former case, we will also send you an email to confirm that we have received and taken payment for your order.

6.3 If we accept your order, you will be charged the current price (plus VAT, if applicable, at the rate in force at the time of supply) for the services shown on our website at the time you place your order, except for cases of obvious error.

6.4 We accept all major credit and debit cards which must be registered to the cardholder’s address. When you place an order, Sage Pay will process your credit or debit card and validate your account details, and payment for the ordered goods or services will be taken. Card details are handled by Sage Pay and are not saved by us. Sage Pay is level 1 PCI DSS compliant.

Our VAT number is GB510398660.

7. LIABILITY

For the avoidance of doubt, in no circumstances shall we be liable to you, whether in, contract tort, negligence, breach of statutory duty or otherwise, for any loss of management time, loss of income, revenue, loss of profits, or contracts, loss of business, or for any special, indirect or consequential loss, costs, damages or expenses, arising out of or resulting from the Candidate being unsuitable

8 ADVERTISEMENTS

7.1 for service 3 ‘you specify we supply’, You authorise us to advertise in any medium we deem appropriate to source Candidates where you have issued a requirement for an Engagement to us

7.2 Where you provide the information, design work, artwork and logos for service 1 ‘advertise your role’ it must comply with any applicable legal, statutory and/or regulatory requirements, including any applicable codes of practice and not:

7.2.1 contain any false, obscene, sexist, homophobic, racist, defamatory, illegal, abusive, threatening, or otherwise discriminatory, offensive or objectionable language or references; or

7.2.2 in the University's opinion, be likely to bring the University into disrepute or otherwise damage its reputation.

7.3 You are entitled to remove an advertisement from the Site before the advertisement has reached its expiry date, but shall not be entitled to a refund for the time not used.

- 7.4 We reserve the absolute right, without giving any reasons, to decline, cancel or remove any advertisement or provision of Services for any reason and at any time without prior notice.

8. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions apply if you register to use certain areas of our website, as a recruiter or as a graduate.

8.1 Copyright

We own or are licensed to use all the copyright and other intellectual property rights in our website and in the materials on our website. You agree only to use our website in a way which does not infringe these rights and which is in accordance with its stated purposes. You may print off one copy, and may download extracts, of any page(s) from our website for your own personal, non-commercial use only (unless you have registered as a user of this website and are permitted to make other uses of our material by any applicable additional terms and conditions). You must not reproduce, or modify, these copies or extracts in any way and you must not remove from them any of our (or our licensors') copyright or other proprietary notices.

8.2 Registration

When you register on our website, you must provide us with accurate, current and complete registration information. You must also update us with any changes to your registration information, including changes in your email address. When you register, you will be allocated a user name and a temporary password (which you should then change when you first sign into our website). It is your responsibility to protect your user name and password from unauthorised use. You must not disclose your user name or password to anyone else, or allow anyone else to use your user name or password, or assist anyone else who is not a registered user to access areas of our website which are restricted to registered users. You must notify us immediately if you believe that your password is known to someone else or if it may be used in an unauthorised way. We will not be liable for any unauthorised use which is made using your user name or password. We reserve the right at our absolute discretion to refuse any request for registration, or to cancel any existing registration, for any reason whatsoever.

8.3 Your use of our website

When using our website (and, where applicable, when communicating electronically with persons introduced to you via our website) you agree not to do (and not to allow any person under your control to do) any of the following:

- upload or transmit any material which contains any bugs, viruses, worms, Trojan horses, or other harmful or disruptive elements; or
- disrupt, interfere with or restrict the use of our website by other users; or
- reproduce or otherwise use any part of our website in contravention of these terms and conditions; or
- use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search our web site other than any search engine and search agents available from us on this web site and other than generally available third party web browsers (e.g., Microsoft Explorer); or
- impersonate any other person or "out" any other person or create a false identity or attempt to gain unauthorised access to any part of our website including any other user's account; or
- upload, transmit or display any material which:

- is false, obscene, sexist, homophobic, racist, defamatory, illegal, abusive, threatening, or otherwise discriminatory, offensive or objectionable; or
- in our opinion is likely to bring us into disrepute or otherwise damage our reputation; or
- does not comply with any applicable legal, statutory and/or regulatory requirements, including any applicable codes of practice.

We reserve the right at our absolute discretion to refuse, edit or remove any material or information uploaded, transmitted or displayed by you (or on your behalf) which in our opinion does not comply with these terms and conditions or which is not otherwise suitable for our website.

If you upload, submit or post any material on or to our website, you are thereby granting us (and warranting that you are entitled to grant us) a non-exclusive, worldwide, royalty-free, perpetual licence (with a right to sub-license) to use, edit, alter, reproduce, publish and distribute that content on our website for the purposes set out or contemplated in these terms and conditions or on our website.

8.5 Linking to our website

You may link to the home page of our website, provided you do so in a way which is fair and legal and does not damage our reputation or suggest any form of association, approval or endorsement on our part where none exists. The website from which you are linking must not contain material which, if it appeared on our website, would be a breach of these terms and conditions. You must not frame our website on any other website, or link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice at our discretion.

Our liability to you

We cannot guarantee that our website will always be available to you and we shall not be liable if for any reason our website is unavailable at any time or for any period. We also cannot guarantee that material which you download, or have access to, from our website will be free from bugs, viruses or other harmful or disruptive elements, and we will not be liable for any loss or damage caused by any such material.

We shall not be liable for any delay or failures in performance on our part, in whole or in part, if such delay or non-performance is due to any cause beyond our reasonable control.

We may have little or no control over third party information and materials which may be made available to you in certain areas of our website. Similarly, we may have little or no control over how third parties may use information and materials which you make available to them, directly or indirectly, on or via our website. We accept no liability for any loss, damage, costs or expenses which may result from or arise out of your use of or reliance upon third party information and material, or any use by third parties of your information and materials.

8.6 Links to other websites

Our website may contain links to other websites which do not belong to us. We have no control over, and can therefore accept no liability for, such other websites.

9. CHANGES TO THESE TERMS AND CONDITIONS

We may change these terms and conditions from time to time. Any changes will be displayed on our website. You are deemed to have agreed to any changes when you next use our website following any such changes.

10. TERMINATION

Without prejudice to any other rights or remedies which we may have, either party may terminate this Agreement without liability to the other, immediately on giving notice to the other if:

- 10.1 you commit a material breach of any of the terms of this Agreement and (if such a breach is remediable) you fail to remedy that breach within 10 working days of being notified in writing of the breach; or
- 10.2 you become insolvent or bankrupt, or we have evidence that you are to be wound up or put under an Administrator or Receiver, in which case we shall be entitled to terminate this Agreement forthwith.

11. FORCE MAJEURE

If either party is prevented from fulfilling its obligations under this Agreement by acts, events, omissions or accidents beyond their reasonable control, including, without limitation, war, national emergency, flood, earthquake, strike or lock-out that party shall not be deemed to be in breach of this Agreement, but shall do everything in its power to resume full performance as soon as possible. If such period of incapacity prevails for a continuous period in excess of three months, this Agreement shall automatically terminate.

12. VARIATION

No variation of the Agreement or these terms shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

13. SEVERANCE

- 13.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, either (i) apply with the minimum modification necessary to make it legal, valid and enforceable or (ii) (where (i) is not possible), be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

14. ENTIRE AGREEMENT

- 14.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 14.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Agreement.
- 14.3 Nothing in this clause shall limit or exclude any liability for fraud.

15. RIGHTS OF THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

16. NOTICES

Any notices sent between the parties shall be sent by first class post to the address as given in this Agreement or any formally notified address of the other party. Notices shall be deemed served 48 hours after posting.

- 16.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.
- 16.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address given in this Agreement or, if sent by pre-paid first-class post or recorded delivery, 48 hours after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 16.3 This clause 14 shall not apply to the service of any proceedings or other documents in any legal action.

17. GOVERNING LAW AND JURISDICTION

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

18. DISPUTES

In the event of any dispute in relation to any matter between the parties each party agrees to mediation. The two parties shall first meet in a good faith in an effort to resolve the dispute. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing (an "**ADR Notice**") to the other party requesting mediation. A copy of the request shall be sent to CEDR Solve.

19. CONFIDENTIALITY

You agree that you shall not divulge or use any information relating to us or the Candidate other than for the purposes of this Agreement and you undertake and warrant that you will:

- (a) keep such information confidential for your own reference and for the sole purpose of you evaluating your interests; and

(b) not approach the Candidate's current employer or contact the Candidate (without the Candidate's expressed consent).

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APPENDIX 1

PRICING

For full details on the services below, please go to: www.lcffirstmove.co.uk/recruiters/pricing

Service 1

You advertise your role

Service 2

You search and select the website

Service 3

LCF: You Specify and We Supply

Service 4

LCF Full Recruitment Service