

## TERMS OF USE FOR HR GO CANDIDATE ACCOUNT

HR GO CANDIDATE ACCOUNT is an online account made available by the Agency providing Candidates with services to support finding work and working with HR GO **“Recruitment Services”**. Capitalised terms used in these Terms are defined at Clause 1 below.

As a Candidate user of HR GO CANDIDATE ACCOUNT, you acknowledge and agree that, save as otherwise stated in these Terms, nothing in these Terms or arising out of or in connection with HR GO CANDIDATE ACCOUNT creates or is intended to create at any time any employment or worker relationship between the Agency and Candidates.

### TERMS AND CONDITIONS

(these **“Terms”**)

#### 1. Definitions

In these Terms:

- 1.1 the following expressions shall have the following meanings unless the context otherwise requires:

**“Account”**: the account created within HR GO CANDIDATE ACCOUNT in accordance with Clause 3.1;

**“Agency”** (or **“we”**, **“us”** or **“our”**): HR GO PLC (company number 00924542) with registered office at The Cedars, Church Road, Ashford, Kent, England, TN23 1RQ and its subsidiaries.

**“Agency Worker Terms”**: the ‘HR GO terms of engagement for PAYE temporary workers (contract for services)’ made available to each Candidate upon completion of appropriate registration requirements by the temporary worker and the Agency;

**“Breach of Duty”**: the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

**“Business Day”**: any day other than: (i) a Saturday, (ii) a Sunday or (iii) any day when the clearing banks in the City of London are not open for business;

**“Candidate”** (or **“you”** or **“your”**): means the person registering for an Account and who it is intended will be introduced by the Agency to a Client

**“Client”**: a client of the Agency to whom a Candidate may be introduced;

**“Confidential Information”**: any information in any form or medium obtained by or on behalf of one Party from or on behalf of the other Party in relation to these Terms which is expressly marked as confidential or which a reasonable person would reasonably consider to be confidential, whether disclosed or obtained before, on or after the date of these Terms, together with any reproductions of such information or any part of such information, including information not in the public domain;

**“Content”**: any information (including any personal data) provided or shared in an Account, including the details described at Clause 4.1;

**“Engagement”**: means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of a Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and **“Engage”**, **“Engages”** and **“Engaged”** shall be construed accordingly;

**“HR GO CANDIDATE ACCOUNT”**: the online portal made available by us to provide Recruitment Services to Candidates;

**“Initial Right to Work Checks”**: the relevant licence checks for Candidate eligibility;

**“Intellectual Property Rights”**: all intellectual and industrial property rights of any nature anywhere in the world, including copyright, database rights, design rights, topography rights, registered designs, design rights, trade mark rights, service mark rights, domain name rights, patents, rights to inventions, trade secrets, rights in know-how, and any other rights of a

similar nature, whether or not any of the same are capable of protection by registration and whether registered or not, and applications for registration of any of the foregoing and the right to apply for any of them, anywhere in the world;

**“Liability”**: liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term of these Terms;

**“Party”**: either us or you, and **“Parties”** shall mean both of us and you;

**“Role(s)”**: the permanent, fixed term or temporary roles listed by the Agency;

**“Recruitment Services”**: services to support finding Roles and working with HR GO, including (where relevant) giving you the ability to post Timesheets and view your earnings to date in connection with Roles;

**“Timesheets”**: the form required to record the number of hours worked by you in respect of an Engagement (where relevant);

**“Virus”**: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or device;

**“Vulnerability”**: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly;

- 1.2 references to **“Clauses”** are to clauses of these Terms;

- 1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of these Terms;

- 1.4 a **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- 1.5 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);

- 1.6 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- 1.7 any phrase introduced by the terms **“including”**, **“include”**, **“in particular”** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms; and

- 1.8 a reference to “writing” or “written” includes in electronic form and similar means of communication (except under Clause 13).
- 2. These Terms and HR GO CANDIDATE ACCOUNT**
- 2.1 These Terms apply to your use of HR GO CANDIDATE ACCOUNT to the exclusion of all other terms. By accessing HR GO CANDIDATE ACCOUNT you agree to these Terms. If you do not agree to these Terms, you will not be provided with access to HR GO CANDIDATE ACCOUNT and you must not attempt to access HR GO CANDIDATE ACCOUNT by any other means.
- 2.2 You acknowledge and agree that nothing in these Terms or arising out of or in connection with your use of HR GO CANDIDATE ACCOUNT creates or is intended to create at any time any employment relationship between you and the Agency.
- 2.3 Roles are displayed to relevant Candidates via HR GO CANDIDATE ACCOUNT using information and criteria supplied by such Candidates. As a relevant Candidate, it is your responsibility to provide accurate and updated information as more particularly set out at Clause 4.1.
- 2.4 We reserve the right and have absolute discretion, but not an obligation, to remove, screen or edit any Content that you provide in breach of these Terms or is otherwise objectionable. Without prejudice to any other provision of these Terms, we reserve the right to refuse to list Content or to immediately remove listed Content.
- 2.5 You acknowledge that we cannot guarantee and do not warrant uninterrupted, timely or error-free access to HR GO CANDIDATE ACCOUNT. Reasonable endeavours will be used to minimise downtime of HR GO CANDIDATE ACCOUNT in the case of any scheduled or emergency maintenance.
- 2.6 We do not warrant that HR GO CANDIDATE ACCOUNT will meet your needs.
- 2.7 We do not guarantee that we or a Client will offer relevant Candidates a Role and shall not have any Liability (subject to Clause 9.2) for providing or achieving any particular results or outcomes or within a particular time.
- 2.8 We retain the right, if we consider it appropriate, to:
- 2.8.1 remove any Content and/or an Account in part or in full from HR GO CANDIDATE ACCOUNT;
- 2.8.2 prevent or restrict access to an Account or HR GO CANDIDATE ACCOUNT; and/or
- 2.8.3 take any other action to preserve and protect an Account or HR GO CANDIDATE ACCOUNT and/or to restrict access to or the availability of or remove any objectionable Content or other material, or any inaccurate, inappropriate, unlawful or prohibited information.
- 3. Your Account and status as an agency worker**
- 3.1 Upon your completion of the registration process within HR GO CANDIDATE ACCOUNT, an Account will be created for your optimised use of HR GO CANDIDATE ACCOUNT. As a Candidate, your Account will allow you to download and print the Agency Worker Terms and access our Recruitment Services.
- 3.2 You may only access your Account and/or HR GO CANDIDATE ACCOUNT with a device that is compatible with HR GO CANDIDATE ACCOUNT’s security policy and otherwise strictly in accordance with Clause 6.
- 3.3 You will need to provide certain information to us to enable your registration as a Candidate and activation and maintenance of your Account, as explained in more detail at Clause 4. You may also be asked to undertake a voluntary psychometric test requiring certain information. Such information may include your personal data, which will be processed by us in accordance with our data protection policies and procedures. We may share, in accordance with our data protection policies and procedures, certain items of your personal data with our service providers to enable us to provide you with Recruitment Services. A copy of our privacy policy can be found here - <https://www.hrgopl.com/privacy-policy>.
- 3.4 Once you have been allocated access to your Account, you will be asked to provide an email address and create a password.

- This information may also constitute personal data that will be governed by our privacy policy linked at Clause 3.3.
- 3.5 You must keep your Account password confidential and immediately inform us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of the Account or any breach of security known to you. You agree that any person to whom your email address or password is disclosed is authorised to act as your agent for the purposes of using HR GO CANDIDATE ACCOUNT. You are entirely responsible if you do not maintain the confidentiality of your password.
- 3.6 Once you have access to your Account, you may update certain details by accessing HR GO CANDIDATE ACCOUNT. You will need to contact your local branch of HR GO in order to update any other details.
- 3.7 Once you have completed your registration with us, your Account will enable you to download, print, review and confirm your acceptance of the Agency Worker Terms. Upon confirming your acceptance of the Agency Worker Terms, you will become an agency worker of HR GO.
- 3.8 You agree to keep your Content up to date within both HR GO CANDIDATE ACCOUNT and your local branch of HR GO. You must comply with any express direction within your Account to update your local branch.
- 3.9 We reserve the right to prevent you using HR GO CANDIDATE ACCOUNT at our absolute discretion.
- 4. Conditions**
- 4.1 As part of the Candidate registration process and activation of maintenance of your Account, you will be asked to provide details including your contact information, work history, pay details, emergency contact information and reference details to enable us to provide you with Recruitment Services. You must ensure that all details you provide (including in connection with any psychometric testing) are complete, accurate and up to date at all times. You acknowledge that we will take steps to verify certain of your details, including by conducting any Initial Right to Work Checks, where relevant to the Candidate and Role. We shall not be responsible or have any Liability (subject to Clause 9.2) if any Role or Engagement is withdrawn or cancelled by a Client either before commencement or during performance of the Role or Engagement if you provide incomplete or inaccurate information.
- 4.2 Each time you provide Content you warrant to us that the Content you are providing is true, accurate, complete and not misleading and that you are qualified to accept any Role and perform any Engagement in which you may express an interest.
- Application for and administration of Roles**
- 4.3 Once you have found a Role that you are interested in, Candidates are directed to contact their local branch of HR GO in order to apply for an interview in respect of that Role. It will be at the relevant Client’s discretion whether you are accepted for an interview and/or that Role. You acknowledge that we shall have no Liability (subject to Clause 9.2), if a Client cancels or terminates a Role before the commencement of, or during, an Engagement.
- 4.4 Once you have been offered and accepted a Role, you will be Engaged by the Client to provide your services to that Client. The terms of that Engagement will be administered through your local HR branch.
- 4.5 During the term of an Engagement, Candidates Engaged on a temporary basis may be required to submit Timesheets via HR GO CANDIDATE ACCOUNT. It is your responsibility to ensure that each Timesheet is correct. If required, Timesheets must be submitted as soon as possible after you have completed work for the relevant time period. You acknowledge that the Client will have the right to review, and either accept or reject a Timesheet if, in the Client’s reasonable opinion, it is incorrect. We shall have no Liability (subject to Clause 9.2) if a Client rejects your Timesheet and it shall be your responsibility to address this directly with the Client.
- 5. Our status and rights**

- 5.1 You acknowledge that HR GO CANDIDATE ACCOUNT is a facilitation tool designed to streamline certain aspects of the Recruitment Services and that we are not an employer or engager of Candidates.
- 5.2 Without prejudice to any other right or remedy which we may have, if we reasonably believe that you have failed to comply in any way with any of these Terms, we may exercise any one or more of the following remedies at our absolute discretion:
- 5.2.1 rescind these Terms (in whole or in part); and/or
- 5.2.2 temporarily suspend your Account; and/or
- 5.2.3 close your Account.
- 6. Your obligations**
- 6.1 You shall:
- 6.1.1 ensure that you fully co-operate with us, including in order to enable us to carry out fully, accurately and promptly our obligations under these Terms to the best of our ability;
- 6.1.2 provide information about yourself for your Account, which shall be subject to our approval as part of the registration process within HR GO CANDIDATE ACCOUNT (such approval not to be unreasonably withheld or delayed), and shall be subject to these Terms and used by us in accordance with our privacy policy as referenced above;
- 6.1.3 ensure that the information provided to us (including any information contained within your Account) is complete and accurate and you shall maintain and update this as necessary;
- 6.1.4 promptly comply with all of our reasonable requests under these Terms;
- 6.1.5 have all necessary rights, permissions and consents to enter into, and perform your obligations under, these Terms; and
- 6.1.6 comply with all applicable laws, statutes, regulations and by-laws in relation to the exercise of your rights and performance of your obligations under these Terms.
- 6.2 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:
- 6.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of HR GO CANDIDATE ACCOUNT (as applicable) in any form or media or by any means; or
- 6.2.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of HR GO CANDIDATE ACCOUNT; or
- 6.2.3 build a product or service which competes with HR GO CANDIDATE ACCOUNT; or
- 6.2.4 use HR GO CANDIDATE ACCOUNT to provide services to third parties; or
- 6.2.5 subject to Clause 7.1.1 and Clause 14, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make the HR GO CANDIDATE ACCOUNT available to any third party; or
- 6.2.6 attempt to obtain, or assist third parties in obtaining, access to HR GO CANDIDATE ACCOUNT; or
- 6.2.7 introduce or permit the introduction of, any Virus or Vulnerability into HR GO CANDIDATE ACCOUNT or any network and information systems belonging to us or a third-party supplier of ours who assists in making HR GO CANDIDATE ACCOUNT available to you.
- 6.3 It is your responsibility to ensure that you provide us with the information required to enable us to properly provide access to HR GO CANDIDATE ACCOUNT, including Content. We shall not be responsible or have any Liability (subject to Clause 9.2) for any failure to provide access to HR GO CANDIDATE ACCOUNT to the extent caused by your failure to comply with your obligations in this Clause 6 or otherwise within these Terms.
- 6.4 You shall not in any way use HR GO CANDIDATE ACCOUNT, or submit to us or HR GO CANDIDATE ACCOUNT, anything which in any respect:
- 6.4.1 is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;
- 6.4.2 is fraudulent, criminal or unlawful;
- 6.4.3 is inaccurate or out-of-date;
- 6.4.4 is obscene, indecent, vulgar, discriminatory, offensive, threatening, defamatory or untrue;
- 6.4.5 impersonates any other person or body or misrepresents a relationship with any person or body;
- 6.4.6 infringe or breach the Intellectual Property Rights or privacy or other rights of us or any third party;
- 6.4.7 be contrary to our interests;
- 6.4.8 is contrary to any specific rule or requirement that we may stipulate for HR GO CANDIDATE ACCOUNT; or
- 6.4.9 involves your use, delivery or transmission of any Virus or Vulnerability.
- 6.5 You may not use any automated means to access your Account or the HR GO CANDIDATE ACCOUNT or collect any information from them unless we explicitly agree in writing to allow you to do so.
- 6.6 It is your responsibility to ensure that HR GO CANDIDATE ACCOUNT is sufficient and suitable for your purposes and meets your requirements. It is your responsibility to ensure that:
- 6.6.1 you have sufficient capacity to enter into these Terms; and
- 6.6.2 your use of HR GO CANDIDATE ACCOUNT and the viewing of Roles (where relevant) through HR GO CANDIDATE ACCOUNT is in your best interests;
- and you bear sole responsibility and Liability (subject to Clause 9.2) for the consequences of your use of HR GO CANDIDATE ACCOUNT and the viewing of and application for Roles (where relevant) in connection.
- 6.7 You shall not impersonate any person or use a name that you are not legally authorised to use. If you provide false or incorrect information or do not notify us of changes to your information or Content immediately, we reserve the right to terminate these Terms under Clause 10.3.1.
- 6.8 We shall not be responsible or have any Liability (subject to Clause 9.2) for information or Content provided to HR GO CANDIDATE ACCOUNT that is in breach of any provision of these Terms and that is subsequently posted on HR GO CANDIDATE ACCOUNT.
- 7. Intellectual Property Rights**
- 7.1 We and you acknowledge that, as between us and you, we and our licensors own all Intellectual Property Rights in the Account and HR GO CANDIDATE ACCOUNT. We grant to you a limited non-transferable licence to make use of your Account and the HR GO CANDIDATE ACCOUNT in accordance with these Terms. This licence expressly excludes, without limitation:
- 7.1.1 any resale or commercial use of HR GO CANDIDATE ACCOUNT;
- 7.1.2 modifying, distributing, copying, republishing or making any derivative of HR GO CANDIDATE ACCOUNT; and
- 7.1.3 the collection and use of participant email addresses or other user information or listings, or Content, or any data extraction or data mining whatsoever.
- Any goodwill accruing out of the use of our and our affiliates' Intellectual Property Rights under these Terms shall vest in us and our affiliates, as the case may be.
- 7.2 You grant to us and our affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to exercise all Intellectual Property Rights over the information and Content provided by you to us under these Terms.

7.3 Subject to anything else to the contrary in these Terms, neither Party shall have any rights over or use of the other Party's (or the other Party's licensors) Intellectual Property Rights for any other purpose without the other Party's express prior written consent.

## 8. Confidentiality

8.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:

8.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under these Terms; or

8.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 8.

Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

8.2 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors (if it has any) who need to know such Confidential Information provided that:

8.2.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and

8.2.2 it does so subject to obligations equivalent to those set out in this Clause 8.

8.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

8.4 The obligations of confidentiality in this Clause 8 shall not extend to any matter which either Party can show:

8.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of these Terms; or

8.4.2 was independently developed by it; or

8.4.3 was independently disclosed to it by a third party entitled to disclose the same; or

8.4.4 was in its written records prior to receipt.

8.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in these Terms are granted to the other Party, or to be implied from these Terms.

8.6 We may identify you as a user of HR GO CANDIDATE ACCOUNT, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).

8.7 On termination of these Terms, each Party shall delete the other Party's documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information, including any Content, in line with the Agency's privacy policy unless by law the Agency is required to retain it.

8.8 The provisions of this Clause 8 shall continue to apply after termination of these Terms.

## 9. Limitation of Liability

9.1 This Clause 9 prevails over all of these Terms and sets forth our entire Liability and, to the extent there is any at all, the Liability of our third party providers of services who assist in making HR GO CANDIDATE ACCOUNT available to you, and your sole and exclusive remedies, in respect of:

9.1.1 performance, non-performance, purported performance, delay in performance or mis-

performance of these Terms or any services in connection with these Terms; or

9.1.2 otherwise in relation to these Terms or entering into these Terms.

9.2 Neither Party excludes or limits its Liability for:

9.2.1 its fraud; or

9.2.2 death or personal injury caused by its Breach of Duty; or

9.2.3 any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

9.2.4 any other Liability which cannot be excluded or limited by Applicable law.

9.3 Subject to Clause 9.2, and other than any Liability arising pursuant to these Terms, we do not accept, and we hereby exclude, any Liability for Breach of Duty.

9.4 Subject to Clause 9.2, we shall not have any Liability in respect of any:

9.4.1 indirect or consequential losses, damages, costs or expenses;

9.4.2 loss of actual or anticipated profits;

9.4.3 loss of contracts;

9.4.4 loss of use of money;

9.4.5 loss of anticipated savings;

9.4.6 loss of revenue;

9.4.7 loss of goodwill;

9.4.8 loss of reputation;

9.4.9 loss of business;

9.4.10 ex gratia payments;

9.4.11 loss of operation time;

9.4.12 loss of opportunity;

9.4.13 loss caused by the diminution in value of any asset; or

9.4.14 loss of, damage to, or corruption of, data;

whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 9.4.2 to 9.4.14 (inclusive) of this Clause 9.4 apply whether such losses are direct, indirect, consequential or otherwise.

9.5 Subject to Clause 9.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to £500.

9.6 The limitation of Liability under Clause 9.5 has effect in relation both to any Liability expressly provided for under these Terms and to any Liability arising by reason of the invalidity or unenforceability of any term of these Terms.

9.7 You acknowledge and accept that we only make HR GO CANDIDATE ACCOUNT available on the express condition that we will not be responsible, nor, subject to Clause 9.2, shall we have any Liability, directly or indirectly, for any act or omission of you, your affiliates or your or their employees, agents, contractors or customers or any third party.

## 10. Termination

10.1 You may terminate these Terms with immediate effect at any time by notifying your local branch of HR GO or in such other manner as we may specify. You acknowledge that if you are inactive from your Account for a period of time we may contact you to ensure we are providing HR GO CANDIDATE ACCOUNT sufficiently in accordance with our privacy (including data retention) policy <https://www.hrgopl.co.uk/privacy-policy>

10.2 We may terminate these Terms immediately by notice in writing to you if we reasonably consider that our relationship with you may cause our brand or business to be brought into disrepute.

10.3 We may terminate these Terms immediately by notice in writing to you if:

- 10.3.1 you are in material breach of any of your obligations under these Terms which is incapable of remedy;
  - 10.3.2 you fail to remedy, where capable of remedy, any material breach of any of your obligations under these Terms after having been required in writing to do so within a period of no less than 10 Business Days;
  - 10.3.3 you are in persistent breach of any of your obligations under these Terms.
- 10.4 Without prejudice to any other right or remedy we may have under these Terms, we may terminate these Terms at any time by giving not less than 30 days' notice in writing.
- 10.5 Termination of these Terms shall be without prejudice to any accrued rights or remedies of either Party.
- 10.6 Termination of these Terms shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.7 On termination of these Terms for any reason you shall cease to have access to HR GO CANDIDATE ACCOUNT.
- 11. Data Protection**  
Please see our privacy policy <https://www.hrgopl.co.uk/privacy-policy> which forms part of these Terms.
- 12. Indemnity**
- 12.1 As a Candidate, you shall indemnify us and keep us indemnified, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- 12.1.1 your breach, negligent performance or non-performance of these Terms;
  - 12.1.2 the enforcement of these Terms; and/or
  - 12.1.3 any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with any information or Content provided by you to us under these Terms.
- 12.2 This indemnity in Clause 12.1 shall apply whether or not we have been negligent or at fault.
- 13. Notices**
- 13.1 Any notice given to either Party under or in connection with these Terms shall be in writing and sent by email addressed as follows:
- 13.1.1 In the case of a notice addressed to the Agency: [online@hrgo.co.uk](mailto:online@hrgo.co.uk).
  - 13.1.2 In the case of a notice addressed to the Candidate: using the email address used to register the Account.
- 13.2 A notice sent in accordance with Clause 13.1 shall be deemed to have been received at the time of email transmission.
- 13.3 The provisions of this Clause 13 shall not apply to the service of any proceedings or other documents in any legal action.
- 14. Assignment**  
You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, these Terms or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 15. Severance.**
- 15.1 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

- 15.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16. Waiver**  
A waiver of any right or remedy under these Terms is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17. Third party rights**
- 17.1 Our third party providers of services who assist in making HR GO CANDIDATE ACCOUNT available to you shall have the right to enforce these Terms against you as if they were the Agency.
- 17.2 Notwithstanding Clause 17.1, the rights of the Parties to rescind or vary this agreement are not subject to the consent of any other person.
- 18. Variation**  
We may change these Terms at any time by notifying you of a change when you next access HR GO CANDIDATE ACCOUNT. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of HR GO CANDIDATE ACCOUNT. If you do not agree with the changes, you may terminate these Terms in accordance with Clause 10.1.
- 19. No partnership**  
Save as otherwise stated at Clause 3.7, nothing in these Terms shall constitute a partnership or employment or agency relationship between the Parties.
- 20. Governing law and jurisdiction**
- 20.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 20.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter.