

## StaffShare ® Terms & Conditions of Membership SS.TCM.Mar.10.DL

THESE **TERMS AND CONDITIONS OF MEMBERSHIP** (AGREEMENT) GOVERN YOUR RIGHTS AND RESPONSIBILITIES AS AN ANNUAL MEMBER OF STAFFSHARE, WITH 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 SHOULD NOT JOIN AS A MEMBER OF STAFFSHARE

### 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](http://www.staffshare.com) , [www.staffshare.co.uk](http://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 having selected Skill Seller Member, Skill Buyer Member or Corporate Member status as a level of annual member and as such is a user of one or more of the Company’s websites or other services- to add data or purchase data (or both) having completed paid the current annual fees and any other fees that may be due promptly and in the time and terms (within rules of all levels 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 a Skill Seller and suggested for potential hire or secondment through StaffShare under the terms set by their employer and the services of the Company to its Skill Buyer/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 to its Skill Buyer/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 Collective parts of this (Term & Conditions of Membership) Agreement

Before joining as a Member of StaffShare, you confirm that you have read, understood, accept and agree to abide by and apply wherever it is possible the rules enclosed in this Agreement as well as the three StaffShare Agreements made available to you and listed here:

1. **Website Terms and Conditions** SS WTC Mar10.DL
2. **Good Behaviour Agreement** SS GBA Mar10.DL
3. **Privacy Rights Statement** SS PRS Mar10.DL

Together these three documents and the obligations and rules enclosed in this Agreement form the one overriding single Agreement between you and StaffShare Ltd. In your Membership of StaffShare and your personal and your Company’s or organisation’s use (in so far as you represent such) of the

StaffShare website/s and the services provided from time to time, both on and off line.

### 3.0 Your Membership Promise

*I hereby declare that all data and information I provide the company is to the best of my knowledge true and accurate and that I will conduct my own use and access to the service in a professional, respectful and honest way and that all information I receive from the service will be used within the terms of this agreement and not shared or copied irresponsibly but held and managed by me in the spirit and strict terms of this Membership Agreement and the aims of the StaffShare Skill Exchange.*

**Completion of this Registration and advancement of Membership application means you have agreed fully to the Membership Promise above.**

### 4.0 Rules of Data Management, Access and Use

4.1 At all times you must provide the company where appropriate or requested (in so far as such request is fair, reasonable and wholly part of the expected and stated terms between us and in line with the StaffShare on-line Skill Exchange concept and service) **accurate and factual information** about you, your employees and your employer or company, charity or organisation you represent and that such data is transferable to others with access either free or purchased to the service.

4.2 **Skill Seller Members and Corporate Members** are **entirely responsible for collecting, checking, posting** / uploading of their own Profiles and CVs. You hereby confirm that information, facts and descriptions within Profiles and CVs placed by you (or those you authorise to place) onto the website are to the best of your knowledge honest, correct, current and accurate in their descriptions, data and information throughout.

4.3 You hereby confirm that you have the **authority and permission** to provide and manage personal and Company data on behalf of your employing company and that all information provided is true and 'as accurate as it can be'.

4.4 Profiles and CVs with information on individual employees are placed on the site by you as managing Member only through the process provided by the company and all Profiles and CVs will be **managed and updated, amended, removed** and shared by you and your company in the unrestricted process of a Skill Exchange. Where an employee is successfully taken up by a Skill Buyer or for whatever reason is no longer available for secondment, you will immediately, or as soon as is practical under your own or your company's best efforts, remove the relevant CV and Profile from the site- in order to maintain the current and honest status of each posted candidate.

4.5 **Every CV placed onto the site MUST include contact details**-(correct and current e-mail, telephone number, name and company details) - preferably your own contact details as well as those of another suitable and authorised person who can accept an enquiry during UK working hours, five days a week, following the purchase of an individual candidate's CV. You hereby confirm that such enquiries will be given full and reasonable courtesy, response and follow up services and that every Skill Buyer enquiry will be **treated as private and confidential and entirely for the sole use of advancing a secondment process**. The names and identity of candidates, their exact role, income or identity of the Skill Buyer and his /her company will be kept private other than used entirely for the secondment process and in the event of no agreement such details are to be removed from your files.

4.6 **Skill Buyer Members or Customers** hereby agree to use their access to Profiles entirely for the sole purpose of enquiry or search for skills they require for their own employing company. Profile data is free and easy to see and copy and you hereby agree that any printing, sharing or copying of data and information contained in Profiles will be used entirely for the purpose of consideration of search and vetting of potential new employees for your organisation or an organisation you represent- under hire or the terms of secondment to be agreed between yourself and the Skill Seller employer.

**4.7 Access to and use of CVs** is strictly limited to current registered Skill Seller Members and Corporate Members and you accept without reservation the responsibilities and obligations involved in accessing, viewing, sharing and purchasing data and information about real employees under contract of employment within another company and you hereby agree:

- To treat all CVs purchased (and all the data included in them) or accessed in any way as sensitive, confidential and private (in so far as **CVs are entirely for your own and your company's limited use only**) and are not to be shared outside of your organisation or left or placed in a way that may breach the privacy and confidentiality of the Candidate and his / her employer.
- **To restrict the use, sharing or copying of Skill Seller (incl. Corporate Member) contact** details to your own limited use or to the exclusive use of another authorised person under your close control and direction and in the employ of the same company or organisation as yourself.
- To treat **all conversations /discussions with any Skill Seller as private** and where any discussions clearly fail to agree on a candidate's secondment, contract or transfer you agree to dispose of all CV and contact details within a period of 4 weeks following breakdown of discussions.
- **NOT to contact the Skill Seller** for any reason whatsoever outside of the strict objectives and time period of this service and introduction. Access to contact details and employees or candidates in CVs does not transfer any rights or open up any ongoing rights to contact or access the individual Skill Seller or any individual employee at the Skill Seller's organisation.
- **Not to make direct contact** (made or attempted to be made) with any candidate/ employee using or through details provided to you in a CV (howsoever received) or through follow up discussions with a Skill Seller in the course of a skill exchange and this service where an agreement has not been made for secondment **are strictly prohibited and will constitute a direct and immediate serious breach of this Agreement** to be met by cancellation without recourse of your entire Membership and where a potential breach in Data Protection has occurred details and reports may be passed to the relevant authorities.

## 5.0 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.

## 6.0 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.

## 7.0 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.

