Recruitment Advertising Terms of Business

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Schedule of Services

What Kea HR Will Deliver

SCHEDULE OF SERVICE

Kea HR will prepare a professional recruitment advertisement based on the job description and information provided by the Client.

Advertising Platforms

Kea HR uses a range of recruitment advertising platforms and channels, which may include Reed, Totaljobs, CV-Library, Indeed, LinkedIn and Facebook.

The package fee includes the advertising platforms Kea HR considers are most appropriate for the vacancy submitted through the online order form. Any additional paid advertising will require the Client's prior approval.

Role Documentation Add-on

Where the Client selects the optional Job Description and Person Specification service through the online order form, Kea HR will prepare these documents using the information provided by the Client. The additional fee displayed at checkout is payable with the Recruitment Advertising Package fee.

Fees and Payment

The fee for the Advertising Only package is £495 per vacancy, reduced to £295 for clients with an active Kea HR Manager Service agreement.

The full fee is payable in advance of the recruitment campaign commencing.

Any additional advertising costs must be agreed with the Client in advance.

Recruitment Advertising Terms of Business

The Terms Governing Your Individual Campaign

RECRUITMENT ADVERTISING TERMS OF BUSINESS

This Recruitment Advertising Terms of Business is made between:

(1) Kathryn Brown, trading as Kea HR & Recruitment located at 135 West Bawtry Road, Rotherham, S60 2XQ (referred to as Kea HR); and

(2) The business or organisation identified in the online Recruitment Advertising Order Form submitted through the Kea HR website (referred to as the "Client").

This Agreement takes effect when the Client submits an online Recruitment Advertising Order Form, confirms acceptance of these Recruitment Advertising Terms of Business. and makes the required payment.

The person submitting the order confirms that they are authorised to enter into this Agreement on behalf of the Client.

Each order constitutes a separate agreement between Kea HR and the Client and applies only to the recruitment advertising services purchased under that order.

INTERPRETATION

In this Agreement, the following definitions apply:

Agreement	This Recruitment Advertising Terms of Business, together with the Schedule of Services and the online order form, and any amendments agreed in writing between the parties.
Commencement Date	The date on which the Client's online order and payment are successfully received by Kea HR. Preparation and publication of advertising will be subject to receipt of the necessary vacancy information and approvals.
Recruitment Campaign	The recruitment activities undertaken by Kea HR in connection with a particular vacancy or group of vacancies, as described in the relevant Schedule of Services.
Schedule of Services	The document specifying the service package, scope of work, fees, payment arrangements and any additional requirements or agreed variations.
Services	The recruitment services provided by Kea HR under this Agreement and the relevant Schedule of Services, together with any additional services subsequently agreed in writing.
Kea HR	Kathryn Brown, trading as Kea HR & Recruitment, including any authorised employees, associates or subcontractors engaged to assist in delivering the Services.

Client	The business or organisation identified as the Client in this Agreement.
Candidate	An individual who applies for a vacancy.
Working Day	Monday to Friday, excluding bank and public holidays in England.

CONSULTANCY SERVICES

Kea HR will provide recruitment services to the Client in accordance with this Agreement and the enclosed Schedule of Services.

The services provided will be as described in the enclosed Schedule of Services.

Each recruitment campaign will be undertaken in accordance with the scope of services, fees and arrangements agreed in writing between Kea HR and the Client.

Any services requested outside the agreed scope, including additional recruitment activities, interview support, pre-employment checks or onboarding assistance, will be discussed and agreed separately before the additional work is undertaken. Any applicable charges will be confirmed in writing.

Kea HR will provide the Services with reasonable care and skill and in accordance with the professional standards of the Chartered Institute of Personnel and Development (CIPD), where applicable.

CONTACT POINT

Your dedicated contact person will be Kathryn Brown.

You will be able to contact Kathryn by mobile and email.

How to Contact Kathryn

- Mobile: 07904 547272
- Email: kathryn@kea-hr.co.uk

SERVICE DELIVERY

Authorisation

The Client will nominate an authorised contact who will be responsible for providing recruitment instructions, approving advertisements, agreeing expenditure and communicating recruitment decisions to Kea HR.

Kea HR will not incur additional expenditure on the Client's behalf without prior authorisation.

Client Information and Approval

The Client is responsible for providing accurate and complete information about the vacancy, including the duties, responsibilities, required qualifications and experience, salary, working hours and location.

Where the information submitted through the online order form is insufficient, Kea HR may request additional information or clarification before preparing or arranging the recruitment advertisement.

Kea HR will prepare the advertisement using the information supplied by the Client and submit it for approval before publication.

The Client is responsible for reviewing the proposed advertisement and confirming that the information is accurate and complete.

Any delay in providing the necessary information or approving the advertisement may delay the publishing of the advert.

Confidential Information

During the provision of recruitment services, both parties may receive confidential business information and personal information relating to candidates, employees or other individuals.

Each party agrees to treat such information confidentially and use it only for the purposes of providing or receiving the agreed Services, except where disclosure is required by law.

Personal data will be handled in accordance with the Data Protection provisions of this Agreement.

Performance of Services

Kea HR will use reasonable care, skill and diligence in delivering the agreed recruitment services.

Recruitment outcomes depend on factors outside Kea HR's control, including the availability and suitability of applicants, market conditions, remuneration offered and the Client's recruitment decisions.

Kea HR cannot guarantee that a recruitment campaign will result in an appointment or that any particular number of suitable candidates will be identified.

The Client agrees to provide the information, approvals and feedback reasonably required to enable Kea HR to deliver the Services and to notify Kea HR promptly of any changes affecting the recruitment campaign.

Recruitment Decisions and Liability

The Client remains responsible for assessing candidates, making final recruitment decisions, issuing employment offers and ensuring that appropriate pre-employment checks are completed, unless particular activities have been expressly included within the agreed Services.

Kea HR will not be responsible for decisions made by the Client or for inaccurate or incomplete information supplied by the Client or candidates, except to the extent that any loss results from Kea HR's own failure to exercise reasonable care and skill.

STATUS, EQUIPMENT AND RESOURCES

Independent Contractor Status

Kea HR provides its Services on an independent, business-to-business basis.

Nothing in this Agreement creates an employment relationship, worker relationship, partnership, joint venture or agency relationship between Kea HR and the Client.

Kea HR will determine how the agreed Services are delivered, subject to the requirements of this Agreement and the relevant Schedule of Services.

Kea HR has no authority to enter into contracts, incur expenditure or make binding commitments on behalf of the Client without prior authorisation.

Equipment and Resources

Kea HR will provide and maintain the equipment and resources reasonably required to deliver the Services, except where access to the Client's systems, premises or resources has been agreed.

Kea HR may provide services of a similar nature to other clients, provided that its confidentiality and data protection obligations are maintained.

TIMING AND STANDARD OF PROVISION

Recruitment Campaign Timescales

Kea HR will use reasonable endeavours to deliver the Services within the anticipated timescales set out in the relevant Schedule of Services.

Recruitment timescales are estimates and may be affected by the volume and suitability of applications, advertising platform performance, market conditions and the Client's recruitment decisions.

Kea HR will keep the Client reasonably informed of campaign progress and advise of any significant delays or circumstances likely to affect the agreed recruitment arrangements.

Client Information and Feedback

The Client agrees to provide accurate vacancy information and approve recruitment advertisements promptly.

Where information or approvals are delayed, Kea HR may adjust the campaign timetable accordingly.

Changes to Recruitment Requirements

Where the Client makes significant changes to a vacancy after a campaign has commenced, including changes to the role, salary, location, working arrangements or essential selection criteria, Kea HR will discuss the implications for the campaign with the Client.

Where such changes require additional advertising beyond the agreed scope, the additional work and any applicable charges will be agreed in writing before being undertaken.

Availability and Communication

Kea HR's normal working hours are Monday to Friday, 8.30am to 6.00pm, excluding bank and public holidays in England.

Kea HR will endeavour to respond to communications promptly and will notify the Client where availability or other commitments are likely to cause a significant delay.

Kea HR may arrange for a suitably qualified associate to provide cover during periods of absence, subject to the confidentiality and data protection provisions of this Agreement.

Accuracy and Approval

The Client is responsible for reviewing and approving recruitment advertisements, vacancy information and other materials requiring its approval before publication or use.

Kea HR will take reasonable care in preparing recruitment materials but will rely on the Client to confirm the accuracy of information relating to its business, employment terms and vacancy.

CHARGES FOR SERVICE DELIVERY

Recruitment Fees

Kea HR will charge the Client for recruitment services in accordance with the fees displayed and accepted at checkout.

The agreed recruitment fee relates to the provision of the services described in the Schedule of Services and is not dependent upon the Client interviewing, offering employment to or appointing a candidate.

Additional Services and Expenses

Any services requested outside the agreed recruitment package will be discussed with the Client, and the scope of work and applicable charges will be agreed in writing before the additional work is undertaken.

The cost of advertising placements agreed as part of the recruitment package is included in the package fee.

Any additional advertising, third-party services, travel or other expenses chargeable to the Client must be agreed in advance. The applicable rates or amounts will be confirmed in the Schedule of Services or separately in writing.

Changes to Agreed Fees

Any variation to the agreed package fee, payment arrangements or additional charges must be confirmed in writing between Kea HR and the Client.

Where a recruitment campaign is cancelled or withdrawn, the cancellation provisions of this Agreement will apply.

Kea HR is not currently VAT-registered and therefore does not charge VAT.

INVOICES

Kea HR operates a paperless accounts system, with invoices issued electronically through Xero.

If the Client has a query concerning an invoice, they should contact Kea HR as soon as possible so that the matter can be investigated and, where practicable, resolved before the payment due date.

PAYMENT OF ACCOUNT

Payment Arrangements

Kea HR uses Xero to issue and manage invoices and Stripe to collect payments.

The payment is due immediately upon ordering the recruitment advertising package, and will be made through the payment facility on the Kea HR website using Stripe. The recruitment campaign will not commence until payment has been confirmed.

DELAYS IN SERVICE DELIVERY

The Client is responsible for providing accurate and complete vacancy information, supporting documentation, instructions and approvals reasonably required by Kea HR to prepare and arrange recruitment advertising.

Where the Client fails to provide the necessary information or approvals in a timely manner, Kea HR will not be responsible for any resulting delays to the preparation, booking or publication of advertisements.

Once advertising has been purchased or booked with the advertising provider, it cannot ordinarily be suspended, paused or rescheduled. Any request to withdraw or amend an advertisement will be subject to the advertising provider's terms and conditions and may incur additional charges.

Where delays or changes requested by the Client result in additional work or expenditure, any additional charges will be agreed with the Client before they are incurred.

CANCELLATION OR WITHDRAWAL OF A RECRUITMENT CAMPAIGN

Once advertising has been purchased or booked with the advertising provider, the Recruitment Advertising Package fee is non-refundable.

The Client may request the withdrawal or early removal of an advertisement at any time. However, no refund will be payable where the vacancy is withdrawn, filled through another source or otherwise no longer required after advertising has been purchased or booked.

GENERAL PROVISIONS

Agreement of Terms

These Recruitment Advertising Terms of Business, the enclosed Advertising Schedule of Services and the Client's completed online order form together constitute the agreement between Kea HR and the Client for the recruitment advertising services purchased under that order.

Amendments

Any amendment or variation to this Agreement must be agreed in writing by both parties.

Changes to an individual Schedule of Services may be agreed in writing, including by email, by authorised representatives of both parties.

Communication

Kea HR will normally communicate with the Client by email and will confirm significant developments relating to recruitment campaigns in writing where appropriate.

The Client may contact Kea HR by email or telephone. Kea HR will endeavour to respond to enquiries promptly, although response times may depend upon the availability of relevant information or responses from third parties.

The Client agrees to provide timely responses to requests for information, approvals and feedback to enable the recruitment services to progress.

Confidentiality

Both parties agree to treat as confidential all non-public information obtained from the other party in connection with this Agreement, including business information, recruitment arrangements, fees, candidate information and other commercially sensitive information.

Neither party will disclose confidential information to any third party except:

- where reasonably necessary to provide or receive the Services, including disclosure to authorised employees, associates, professional advisers and relevant service providers;
- where the other party has given prior written consent;
- where the information is already lawfully in the public domain or has been lawfully obtained from another source without an obligation of confidentiality; or
- where disclosure is required by law, regulation or a court of competent jurisdiction.

Each party will take reasonable steps to ensure that anyone to whom confidential information is disclosed is subject to appropriate confidentiality obligations.

Confidential information will be used only for purposes connected with this Agreement and the relevant recruitment campaign, unless otherwise agreed in writing.

These confidentiality obligations will continue after termination of this Agreement for as long as the information remains confidential.

The handling, sharing and retention of personal data, including candidate information, will also be subject to the Data Protection provisions of this Agreement.

Entire Agreement

This Agreement, together with the Schedule of Services and online order form constitutes the entire agreement between Kea HR and the Client in relation to the recruitment services provided.

It supersedes any previous discussions, correspondence, proposals or agreements relating to those services, except where expressly incorporated into this Agreement or a Schedule of Services.

Each party acknowledges that it has entered into this Agreement on the basis of the terms expressly set out within it and has not relied upon any representation or undertaking not included in those terms.

Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

Feedback and Suggestions

Kea HR welcomes constructive feedback and suggestions regarding the Services provided.

If the Client has any concerns or is dissatisfied with any aspect of the Services, they should notify Kea HR as soon as reasonably practicable.

Kea HR will investigate any concerns raised and, where appropriate, take reasonable steps to resolve the matter.

Force Majeure

Neither party will be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond its reasonable control, including but not limited to natural disasters, fire, flood, war, terrorism, industrial action, widespread disruption to essential services or other events outside its reasonable control.

The affected party will notify the other party as soon as reasonably practicable and take reasonable steps to minimise the impact of the event and resume performance of its obligations.

Where such circumstances prevent or materially delay the delivery of the Recruitment Advertising Package, Kea HR will notify the Client and discuss the available options.

If the disruption continues for more than 30 calendar days, either party may cancel the affected order by giving written notice.

Where an order is cancelled under this provision, Kea HR will refund any advance payment

less the reasonable value of services already provided and any properly incurred, non-recoverable third-party advertising costs. Any deduction will be subject to the Client's applicable legal rights.

Advertising already purchased or published may not be capable of being suspended, extended or refunded by the advertising provider.

General Data Protection Regulation

Both parties will comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and other applicable data protection legislation.

Kea HR will process personal information provided through the online order form and during the delivery of the Recruitment Advertising Package for the purposes of administering the order, delivering the agreed Services and meeting its legal obligations.

Applications and candidate information will be made available directly to the Client through the relevant recruitment advertising platform. Kea HR does not provide candidate screening, shortlisting or candidate data management as part of the Recruitment Advertising Package.

The Client is responsible for handling candidate applications and personal information received through the advertising platform in accordance with applicable data protection legislation, including providing appropriate privacy information and establishing suitable retention arrangements.

Further information about Kea HR's handling of personal information is available in its Privacy Notice.

Governing Law

This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Indemnity

The Client agrees to indemnify Kea HR against reasonable losses, costs, expenses and liabilities arising directly from any unlawful instruction given by the Client in connection with the Services, to the extent that such losses arise from the Client's instruction and not from Kea HR's own negligence, unlawful conduct or breach of this Agreement.

Kea HR reserves the right to refuse any instruction that it reasonably believes would be unlawful or contrary to its professional obligations.

Insurances

Kea HR will maintain appropriate business insurance with reputable insurers, including professional indemnity insurance, for the duration of this Agreement.

Upon reasonable request, Kea HR will provide the Client with confirmation of the relevant insurance cover.

Kea HR will notify the Client as soon as reasonably practicable of any material reduction or cancellation of insurance cover that could adversely affect the provision of the Services.

Intellectual Property

All intellectual property rights in Kea HR's pre-existing materials, templates, processes, methods and other resources used in delivering the Services shall remain the property of Kea HR.

Upon payment in full of the relevant fees, the Client may use job descriptions, person specifications and recruitment adverts prepared specifically for its recruitment campaign for its own internal recruitment purposes.

This permission does not transfer ownership of Kea HR's underlying templates, methods or other intellectual property. The Client must not reproduce, distribute, publish, sell or otherwise make Kea HR's proprietary materials available to third parties without prior written consent.

Any materials or information supplied by the Client remain the property of the Client or their respective owners.

Illegal/Unenforceable Provisions

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be deemed removed to the extent necessary, without affecting the validity or enforceability of the remaining provisions of this Agreement.

Liability

Kea HR will exercise reasonable care and skill in providing the Services but does not guarantee that any recruitment campaign will result in a suitable candidate being identified, shortlisted or appointed.

The Client is responsible for making all recruitment and employment decisions, including assessing candidates' suitability, conducting any necessary interviews and checks, verifying qualifications and references, and determining the terms of employment. Kea HR will not be responsible for the subsequent conduct, performance or continued employment of any candidate appointed by the Client.

The Client is responsible for ensuring that all information and instructions provided to Kea HR are accurate, complete and lawful. Kea HR will not be liable for losses arising from inaccurate or incomplete information supplied by the Client, except to the extent caused by Kea HR's own negligence or breach of this Agreement.

Subject to the final paragraph of this clause, Kea HR's total aggregate liability arising out of or in connection with any individual recruitment campaign, whether in contract, tort (including negligence) or otherwise, shall not exceed the total fees paid or payable to Kea HR for that campaign under the relevant Schedule of Services.

Kea HR will not be liable for any indirect or consequential loss, or for loss of profit, revenue, business or anticipated savings arising from the Services.

Nothing in this Agreement shall exclude or restrict liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

Notices

Any formal notice required under this Agreement must be given in writing and sent by email, delivered by hand or sent by first-class post to the other party's last notified business address or email address.

A notice sent by email shall be deemed received on the next working day after sending, provided that the sender has not received an automated delivery failure notification.

A notice delivered by hand shall be deemed received on delivery. A notice sent by first-class post shall be deemed received two working days after posting.

Each party is responsible for notifying the other promptly of any changes to its business address or email address.

For the purposes of this clause, a working day means Monday to Friday, excluding bank holidays in England and Wales.

Publicity

Kea HR will not use the Client's name, logo or details of any recruitment campaign in advertising, marketing materials, case studies or other publicity without the Client's prior written consent.

Where consent is given, Kea HR will ensure that any published information is accurate and does not disclose confidential information or personal data without appropriate authorisation.

Nothing in this clause prevents Kea HR from referring to its recruitment experience in general or anonymised terms, provided that the Client and any individuals involved cannot reasonably be identified.

Retention of Records

Kea HR will retain records relating to the Services for as long as reasonably necessary for legitimate business purposes, to comply with legal obligations, and to establish, exercise or defend legal claims.

Personal data relating to candidates will not be retained by Kea HR.

The Client is responsible for establishing and applying appropriate retention periods for candidate information it receives or holds in connection with its own recruitment activities. On expiry of the applicable retention period, records will be securely deleted or disposed of, unless continued retention is required or permitted by law.

Return of Your Documents

Following completion or cancellation of an advertising campaign, Kea HR will, upon reasonable request, return or securely dispose of documents and information supplied by the Client, subject to any legal or regulatory obligations requiring their retention.

Kea HR may retain copies of correspondence, recruitment records and other information where reasonably necessary for legitimate business purposes, compliance with legal obligations, or the establishment, exercise or defence of legal claims. Any retained personal data will continue to be handled in accordance with applicable data protection legislation and Kea HR's Privacy Notice.

Candidate information and recruitment records will be managed in accordance with the Data Protection and Retention of Records provisions of this Agreement.

Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

Any waiver of a right or remedy must be agreed in writing and shall apply only to the specific circumstances for which it is given.